



Odisha PVTG Empowerment & Livelihoods  
improvement Programme (OPELIP)



**DIDAYI DEVELOPMENT AGENCY, KUDUMULUGUMMA**  
**ST & SC Development Department, Govt. of Odisha**  
**INVITATION OF BID**

Sealed bids are invited from authorized contractors/builders for extension of MPA office building at Didayi Development Agency, Kudumulugumma. The eligible bidders may visit website [www.opelip.org](http://www.opelip.org) or [www.malkangiri.nic.in](http://www.malkangiri.nic.in)

1. Name of the work : Extension of MPA office building. DDA. K-Gumma.
  2. Estimated Cost for extension of building: Rs. 10,00,000/- Rupees Ten Lakh Only, (including GST & Contingencies)
  3. Class of Contactor: 'B' class / 'C' Class.
  4. Period of Completion: 90 days.
  5. Nature of work A) Civil construction works. B) Electrical works. C) PH and sanitation works.
  6. Date and time of availability of Bid documents: From Dt. 21.5.2018 to 07.06.2018. 12.00 Noon.
  7. Last date and time for receive the BID: Dt. 07.6.2018., Time - 12 PM (Noon).
  8. Date of opening of Bid: On dt. 07.6.2018 at 1.00 PM onwards
  9. Name and address of the Officer inviting BID: Special Officer. DDA. Kudummulugumma
- Bidders are strictly instructed to submit the bid through one medium. i.e. hard copy of bid by registered post/speed post or courier only. Sealed bid must be reached on or before 07.06.2018 by 12.00 (noon) at office of Didayi Development Agency, K-Gumma. Pin- 764044. Dist- Malkangiri, Odisha. The Special Officer reserves the right to accept or reject any or all bid without assigning any reason thereof.

Date: 21.5.2018

Sd/-Special Officer Didayi Development Agency

Place: Kudumulugumma

Malkangiri

**GOVERNMENT OF ODISHA**

**BIDDING DOCUMENT  
For  
PROCUREMENT OF WORKS  
Local Competitive Bidding**

Name of Project:	Odisha PVTG Empowerment and Livelihoods Improvement Programme(OPELIP)
Name of work:	Renovation/Extension of MPA Building at K-Gumma, Malkangiri
Issued on:	
Invitation for Bids No.:	OPELIP-DDA, K-Gumma, Malkangiri/2018/1
Bid No.:	01
Date of sale of Bid document	21.05.2018
Bid documents available in	Hard copies from the office of DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI Soft copies on (give website): <a href="http://www.opelip.org">www.opelip.org</a> & <a href="http://www.malkangirinic.in">www.malkangirinic.in</a>
Last Date & Time of sale of Bid Document	On or before 12.00 PM (Noon) 21.05.2018
Date & Time of Bid Opening	07.06.2018, 01.00 PM (Noon) onward
Contact address for clarification	Special Officer, DDA, K-Gumma, Malkangiri, Po- K-Gumma, Malkangiri .
Cost of Bid document (nonrefundable)	<i>For hard copies only Rs. 200.00 and should be free download from <a href="http://www.opelip.org">www.opelip.org</a> or <a href="http://www.malkangiri.nic.in">www.malkangiri.nic.in</a></i>

# Abbreviations

BD	.....	Bidding Document
BDF	.....	Bidding Forms
BDS	.....	Bid Data Sheet
BOQ	.....	Bill of Quantities
COF	.....	Contract Forms
IFAD	.....	Development Partners
ELI	.....	Eligibility
EQC	.....	Evaluation and Qualification Criteria
EXP	.....	Experience
FIN	.....	Financial
GCC	.....	General Conditions of Contract
GoO	.....	Government of Odisha
ICC	.....	International Chamber of Commerce
IFB	.....	Invitation for Bids
ITB	.....	Instructions to Bidders
JV	.....	Joint Venture
LIT	.....	Litigation
NCB	.....	National Competitive Bidding
PAN	.....	Permanent Account Number
PL	.....	Profit & Loss
SBD	.....	Standard Bidding Document
SCC	.....	Special Conditions of Contract
TS	.....	Technical Specifications
VAT	.....	Value Added Tax
WRQ	.....	Works Requirements

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4	PRICE SCHEDULE PROPERLY FILLED, SIGNED AND SEALED	
<b>DOCUMENTS TO BE ENCLOSED</b>		
5	COPIES OF FIRM'S REGISTRATION, PAN/VAT DOCUMENTS	
6	LATEST TAX CLEARANCE CERTIFICATE -20xx-xx	
7	COPIES OF AUDITED FINANCIAL STATEMENTS	
8	COPIES OF PAST SIMILAR EXPERIENCE	
9	COPIES OF PAST GENERAL EXPERIENCE	
10	CREDIT LINE AS PER THE BID DOCUMENT	
11	LIST OF PROPOSED PERSONNEL WITH RESUME	
12	LIST OF PROPOSED EQUIPMENT WITH SUPPORTING DOCUMENT	

# Invitation for Bids

GOVERNMENT OF ODISHA  
ADDRESS DDA, K-GUMMA

## INVITATION FOR BIDS

**No.**

**Date of publication:**

1. Government of Odisha has received a loan from International Fund for Agriculture Development towards the cost of **Odisha PVTG Empowerment and Livelihoods Improvements Programme (OPELIP)** intends to apply part of the funds to cover eligible payments under the Contract for IFAD Loan No: **2000000695** Bid is open to all eligible Bidders.
2. DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI Lead Project Agency of OPELIP invites sealed bids under the following Terms and Conditions from the interested and eligible bidders.
3. The eligible bidders may obtain further information and inspect the bidding documents at office DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI during office hour or may visit website <http://www.opelip.org> or [www.malkangirinic.in](http://www.malkangirinic.in)
4. The complete set of bidding documents may be downloaded from the Project website [www.opelip.org](http://www.opelip.org) & [www.malkangirinic.in](http://www.malkangirinic.in) or the interested bidder may purchase bidding document upon submission of written application along with copies of company/firm registration certificate, Tax registration Certificate (PAN/VAT/GSTN) & Tax clearance of FY **2016-17** and a cash payment (non-refundable) as mentioned below from the office of DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI during office hour.

S.N.	Contract No.	Description of Work and Site	Cost of Bidding document (INRs.)	Bid Security Amount (INRs.)	Estimated Amount in INRs. (Including GST & Contingency)
1	OPELIP/DDA K-Gumma, Malkangiri /2018/01	Renovation(Extension) of MPA Building at K-Gumma, Malkangiri	200.00	2 % of bid value or 0.2 lakh	10.00 lakhs for civil construction

5. The bidder may purchase the HARD COPY of the bidding documents or may choose to download free of charge the necessary part of bidding documents to prepare their bids and submit as specified in the instruction to Bidders.
6. Bids must be valid for a period of 90 days after the bid closing deadline. Bids must be accompanied by a Bid Security in the amount as mentioned in the BDS either in the form of Bank Draft in the name of Special Officer, DDA, K-Gumma, Malkangiri or irrevocable and unconditional Bank Guarantee issued by a public sector/private sector bank with a minimum amount as indicated in the above table. The bid security shall be valid for 30 days beyond the validity period of the bid.
7. Bidders are strictly instructed to submit their bid through only one medium i.e. through Hardcopy. Sealed bid must be delivered by hand or courier or speed post on or before 12:00 PM (noon) **07.06.2018** at office of DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI Block- Khairput, Dist- Malkangiri Bids received after this deadline will be rejected.
8. Bids will be opened at 1:00 PM(Noon) onward on **07.06.2018**, in the presence of bidders or their authorized representatives who wish to attend at office of DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI -765022, Block- Khairput, Dist- Malkangiri. Absence of bidder's representative in bid opening shall not obstruct the bid opening.
9. If the last date of the Bid purchasing, submission and opening falls on a public holiday, the next working day shall be considered as the last date. In such case the bid validity and bid security validity shall remain the same as specified for the original last date of bid submission.

10. Bidders are strongly advised to visit the site and to assess the actual site conditions before submitting their bid.
11. The DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI reserves the right to amend, accept or reject wholly or partly or all the bids without assigning any reason whatsoever.
12. Pre-Bid meeting shall be held at DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI at **10.00 AM on 25.05.18.**
13. Interested eligible bidders may obtain further information from the address below.

Office of Special Officer DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI , Block-Khairput, Dist- Malkangiri

**Phone: 7683823107( Special Officer),9178405636 (Project Manager),**

**Email: soddakgumma75@gmail.com**



Part - I

# BIDDING PROCEDURES

## SECTION – I: Instructions to Bidders

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section V (Works Requirements). The name, identification, and number of Contracts of the National Competitive Bidding (NCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form and delivered against receipt;</li> <li>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 IFAD Funded: Payment by the IFAD will be made only at the request of the GoO and upon approval by the IFAD in accordance with the terms and conditions of the financing agreement and the project agreement between the GoO and the IFAD (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoO shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
<b>3. Fraud and Corruption</b>	<p>3.1 The Government of Odisha (GoO) requires that the Procuring Entities as well as bidders, suppliers and contractors and their sub-contractors under GoO/IFAD-financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context, the Employer;</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</li> </ul>

(iv) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoO/IFAD investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoO's/IFAD's inspection and audit rights provided for under sub-clause 3.5 below.

(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

(a) give or propose improper inducement directly or indirectly,

(b) distortion or misrepresentation of facts,

(c) engaging in corrupt or fraudulent practice or involving in such act,

(d) interference in participation of other competing bidders,

(e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,

(f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing

artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,

(g) Contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

3.3 ST & SC Development , Minorities & Backward Classes Welfare Department ,GoO on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder:

(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,

(b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,

(c) if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or

	<p>obstructive practices in competing for, or in executing, a GoO/IFAD-financed contract.</p> <p>(d) if the successful bidder fails to sign the contract.</p> <p>3.4 A bidder declared blacklisted and ineligible by the GoO, and/or the IFAD in case of IFAD funded project, shall be ineligible to bid for a contract during the period of time determined by the GoO, and/or the IFAD.</p> <p>3.5 The Contractor shall permit the GoO/IFAD to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the GoO/IFAD, if so required by the GoO/IFAD.</p> <p>3.6 IFAD Funded: In pursuance of the fraud and corruption policy, the IFAD.</p> <p>(a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoO or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoO having taken timely and appropriate action satisfactory to the IFAD to remedy the situation.</p>
<p><b>4. Eligible Bidders</b></p>	<p>4.1 A Bidder may be a natural person, private entity, or government - owned entity—subject to ITB 4.5—or any combination of them in the form of a Joint Venture (JV) under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. In the case of a JV:</p> <p>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. Maximum number of JV shall be as specified in the BDS. The eligibility criteria requirement of the parties to the JV shall be as specified in Section III Evaluation and Eligibility Criteria, and</p> <p>(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution.</p> <p>4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of any country or eligible countries mentioned in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Contractors or suppliers for any part of the Contract including related services.</p> <p>4.3 A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:</p> <p>(a) they have controlling partners in common; or</p> <p>(b) they receive or have received any direct or indirect subsidy from any of them; or</p>

	<p>(c) they have the same legal representative for purposes of this bid; or</p> <p>(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or</p> <p>(e) a Bidder participates in more than one bid in this bidding process either individually or as a partner in a joint venture. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid; or</p> <p>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or</p> <p>(g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.</p> <p>4.4 A firm that is under a declaration of ineligibility by the GoO/IFAD in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5 Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoO.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> <p>4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> <p>4.8 Firms shall be excluded in any of the cases, if</p> <p>(a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Odisha prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.</p> <p>(b) IFAD Funded: as a matter of law or official regulation, Odisha prohibits commercial relations with that country, provided that the IFAD is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;</p>
	<p>(c) IFAD Funded: a firm has been determined to be ineligible by the IFAD in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.</p> <p>4.9 The bidder shall meet the eligibility criteria specified in section III (Evaluation and Eligibility Criteria) of bid document.</p>

<p><b>5. Eligible Materials, Equipment and Services</b></p>	<p>5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in any source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.</p> <p>5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.</p>
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**B. Contents of Bidding Documents**

<p><b>6. Sections of Bidding Document</b></p>	<p>6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p style="padding-left: 40px;">PART I Bidding Procedures</p> <p style="padding-left: 80px;">Section I Instructions to Bidders (ITB)</p> <p style="padding-left: 80px;">Section II Bid Data Sheet (BDS)</p> <p style="padding-left: 80px;">Section III Evaluation and Eligibility Criteria (EEC)</p> <p style="padding-left: 80px;">Section IV Bidding Forms (BDF)</p> <p style="padding-left: 40px;">PART II Requirements</p> <p style="padding-left: 80px;">Section V Works Requirements (WRQ)</p> <p style="padding-left: 80px;">Section VI Bill of Quantities (BOQ)</p>
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	<p style="padding-left: 40px;">PART III Conditions of Contract and Contract Forms</p> <p style="padding-left: 80px;">Section VII General Conditions of Contract (GCC)</p> <p style="padding-left: 80px;">Section VIII Special Conditions of Contract (SCC)</p> <p style="padding-left: 80px;">Section IX Contract Forms (COF)</p> <p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.</p> <p>6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>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.</p>
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<p><b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in BDS or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer shall be required to make available as soon as possible the answer to such question or curiosity in writing to any request for clarification, provided that such request is</p>
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	<p>received as mentioned in ITB 7.5. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer as mentioned in BDS.</p>
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	<p>7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p> <p>7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.</p>
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<p><b>8. Amendment of Bidding Document</b></p>	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing agenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2</p>
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<p><b>C. Preparation of Bids</b></p>
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<b>9. Cost of Bidding</b>	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>10. Language of Bid</b>	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid;</li> <li>(b) completed Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;</li> <li>(c) Bid Security, in accordance with ITB 19;</li> <li>(d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;</li> <li>(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> <li>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to perform the Contract;</li> <li>(g) Technical Proposal in accordance with ITB 16; <b>NA</b></li> <li>(h) In the case of a bid submitted by a JV, the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and</li> <li>(i) Any other document required in the BDS.</li> </ul> <p>11.2 The Bidder is solely responsible for the authenticity of the documents submitted by the Bidder.</p>
<b>12. Letter of Bid and Schedules</b>	12.1 The Letter of Bid, Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
<b>13. Alternative Bids</b>	<p>13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.</p> <p>13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to</p>



	<p>the basic technical requirements shall be considered by the Employer.</p> <p>13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section V (Works Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).</p>
<b>14. Bid Prices and Discounts</b>	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</p> <p>14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV (Bidding Forms). In case of Unit Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 If so indicated in ITB 1.1, bids are invited for individual Contracts or for any combination of Contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all Contracts are submitted and opened at the same time.</p> <p>14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Table of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.</p> <p>14.7 The bidder is subject to local taxes such as VAT, social charges or income taxes on nonresident international personnel, and also duties, fees, levies on amounts payable by the employer under the Contract.</p> <p>All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.</p>
<b>15. Currency of Bid and Payment</b>	<p>15.1 The currency of the bid and payment shall be in Indian Rupees.</p>
<b>16. Documents Comprising the</b>	<p>Not Applicable</p>

<b>Technical Proposal</b>	
<p><b>17. Documents Establishing the Qualifications of the Bidder</b></p>	<p>17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>17.2 Bidder who meet minimum qualification criteria shall be qualified only if their available bid capacity at the time of bidding is more than the total estimated cost of the works. The available bid capacity shall be calculated as under:</p> <p>Assessed available bid Capacity = (A x N x 1.5 - B), where:</p> <p>A= Maximum value of works executed in any one year during the last five years which will take into account the completed as well as works in progress converted to current Price levels;</p> <p>This shall be computed on the basis of pro-rata distribution of the total contract value over the duration of the contract for each completed work. The total value of work done coming from different works within the same year will be added to arrive at the total aggregate value of work done in any calendar year. Completion certificates and work orders furnished by the bidders shall be used for the purpose of this computation.</p> <p>B= Value at current Price levels of the existing commitments and on-going works to be completed during the contract duration of the bid under consideration (period of completion of works for which bids are invited); and</p> <p>N= Number of years prescribed for completion of the works for which the bids are invited.</p> <p>Financial turnover and cost of completed works of previous years shall be given weightage of 5% per year to bring them to current price level.</p> <p>Even if the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:</p> <ul style="list-style-type: none"> <li>- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or</li> <li>- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or</li> <li>- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.</li> </ul>
<p><b>18. Period of Validity of Bids</b></p>	<p>18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 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 19, it shall also be extended 30 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>

## 19. Bid Security

19.1 The Bidder shall furnish as part of its bid, in original form, a bid security as specified in the BDS. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive.

19.2 The bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee from "A" class commercial bank or;
- (b) a cash deposit voucher in the Employer's Account as specified in BDS.

In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV (Bidding Forms) or in another Form acceptable to the employer. The form must include the complete name of the Bidder. The bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.3 Deleted

19.4 Any bid not accompanied by an enforceable and substantially compliant bid security shall be rejected by the Employer as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.

19.5 The bid security of unsuccessful Bidders shall be returned within three days, once the successful bidder has furnished the required performance security and signed the Contract Agreement pursuant to ITB 38.1 and 39.1.

19.6 The bid security shall be forfeited if:

(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 18.2:

(i) during the period of bid validity specified by the Bidder on the Bid, in case of electronic submission;

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Technical Bid and Price Bid, in case of hard copy submission.

(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 27.1;

(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;

(d) the successful Bidder fails to:

(i) furnish a performance security in accordance with ITB 38.1; or

(ii) sign the Contract in accordance with ITB 39.1

(iii) accept the correction of arithmetical errors pursuant to clause 31.1;

19.7 The Bid Security of a **JV** shall be in the name of the **JV** that submits the bid. If the **JV** has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of

	intent mentioned in ITB 4.1.
<p><b>20. Format and Signing of Bid</b></p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it ORIGINAL”. 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.</p> <p>In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF or web forms files as specified in ITB Clause 21.1(b), If a Bidder submits both the electronic bid and a bid in hard copy within the bid submission deadline, then the submitted Bids shall be accepted for evaluation provided that the facts and figures in hard copy confirm to those in electronic bid. If there is any major discrepancy in fact and figures in the electronic bid and bid in hard copy, it shall be treated as two separate bids from one Bidder and both the Bids shall be disqualified, as per ITB Clause 4.3 (e).</p> <p>20.2 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. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un amended printed literature, shall be signed or initialed by the person signing the bid.</p> <p>20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>

**D. Submission and Opening of Bids**

<p><b>21. Sealing and Marking of Bids</b></p>	<p>21.1 Bidders may always submit their bids by mail or by hand or by courier. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:</p> <p>(a) Bidders submitting bids by mail, by hand or by courier</p> <p>i. Bidders shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>ii. The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer as provided in BDS 22.1;</p> <p>(c) bear the specific identification of this bidding process indicated in BDS 1.1; and</p>
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	<p>(d) bear a warning not to open before the time and date for bid opening.</p> <p>iii. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>
<p><b>22. Deadline for Submission of Bids</b></p>	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.</p> <p>22.2 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.</p>
<p><b>23. Late Bids</b></p>	<p>23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p><b>24. Withdrawal, and Modification of Bids</b></p>	<p>24.1 A Bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>(i) Bids submitted in hard Copy</p> <p>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <p>(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and</p> <p>(bb) received by the Employer twenty four hour hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders after completion of the bid opening.</p> <p>24.3 Bidder may submit request for withdrawal or modification only one time.</p> <p>24.4 No bid may be withdrawn if the bid has already been modified.</p> <p>24.5 Request for withdrawal or modification must be made through the same medium of submission. Request for withdrawal or modifications through different medium shall not be considered.</p> <p>24.6 The following provisions apply for withdrawal or modification of the Bids:</p> <p>(i) In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior to the deadline for submission</p>

	<p>of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p>
<p><b>25. Bid Opening</b></p>	<p>25.1 The Employer shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend.</p> <p>25.2 Thereafter, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be Permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.</p> <p>25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.</p> <p>25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per Contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security. 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.</p>

<p><b>E. Evaluation and Comparison of Bids</b></p>	
<p><b>26. Confidentiality</b></p>	<p>26.1 Information relating to the examination, evaluation, comparison, and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.</p> <p>26.2 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.</p> <p>26.3 Notwithstanding ITB 26.2, 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 may do so in writing.</p>
<p><b>27. Clarification of Bids</b></p>	<p>27.1 To assist in the examination, evaluation, and comparison of the bids, 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</p>

	<p>clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31. In case of e-submission of bid, upon notification from the employer, the bidder shall also submit the original of documents comprising the bid as per ITB 11.1 for verification of submitted documents for acceptance of the e-submitted bid.</p> <p>27.2 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.</p>
<p><b>28. Deviations, Reservations, and Omissions</b></p>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
<p><b>29. Determination of Responsiveness</b></p>	<p>29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;</p> <p>or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>29.3 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p><b>30. Nonconformity, Errors, and Omissions</b></p>	<p>30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To</p>

	<p>this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Eligibility Criteria).</p> <p>30.4 If minor discrepancies are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating the bid.</p> <p>30.5 If the value of such non-conformities is found to be more than fifteen percent of the quoted amount of the bidder on account of minor discrepancies pursuant to ITB 30.4, such bid shall be considered ineffective in substance and shall not be involved in evaluation.</p>
<p><b>31. Correction of Arithmetical Errors</b></p>	<p>31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p>
	<p>(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.</p> <p>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above.</p> <p>31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited.</p>
<p><b>32. Evaluation of Bids</b></p>	<p>32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a bid, the Employer shall consider the following:</p> <p>(a) the bid price, excluding Value Added Tax , Provisional Sums, and the provision, if any, for contingencies in the Summary Bill of Quantities,–for Unit Rate Contracts, or Schedule of Prices for lump sum Contracts, but including Day work items, where priced competitively;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB</p>



	<p>14.4;</p> <p>(d) adjustment for nonconformities in accordance with ITB 30.3;</p> <p>(e) application of all the evaluation factors indicated in Section III (Evaluation and Eligibility Criteria);</p> <p>32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>32.4 If this Bidding Document allows Bidders to quote separate prices for different Contracts, and to award multiple Contracts to a single Bidder, the methodology to determine the lowest evaluated price of the Contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).</p> <p>32.5 In case of special evaluation in civil works, if the bid for an Unit Rate Contract, which results in the lowest Evaluated Bid Price is seriously unbalanced or front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder as mentioned in BDS to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.</p> <p>32.6 In case of e-submission bids, the Employer evaluates the bid on the basis of the information in the electronically submitted bid files. If the Bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through documents/ clarifications as per ITB Clause 27.1, the bid shall not be considered for further evaluation.</p>
<p><b>33. Comparison of Bids</b></p>	<p>33.1 The Employer shall compare all substantially responsive bids in accordance with ITB 32.2 to determine the lowest evaluated bid.</p>
<p><b>34. Qualification of the Bidder</b></p>	<p>34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets all the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
<p><b>35. Employer's Right to Accept Any Bid, and to Reject Any or All</b></p>	<p>35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the</p>

<b>Bids</b>	Bidders.
<b>F. Award of Contract</b>	
<b>36. Award Criteria</b>	36.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>37. Letter of Intent to Award the Contract/Notification of Award</b>	<p>37.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 36.1 within seven days of the selection of the bid, in writing that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>37.2 If no bidder submits an application pursuant to ITB 40 within a period of seven days of the notice provided under ITB 37.1, the Employer shall, accept the bid selected in accordance with ITB 36.1 and Letter of Acceptance shall be communicated to the selected bidder prior to the expiration of period of Bid validity, to furnish the performance security and sign the contract within fifteen days.</p>
<b>38. Performance Security</b>	<p>38.1 Within Fifteen (15) days of the receipt of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security as under mentioned from A class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer.</p> <p style="padding-left: 40px;">i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p style="padding-left: 40px;">ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</p> <p><b>Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Tax.</p> <p>38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily. The process shall be repeated according to ITB 37.</p>
<b>39. Signing of Contract</b>	<p>39.1 The Employer and the successful Bidder shall sign the Contract Agreement within the period as stated ITB 38.1.</p> <p>39.2 At the same time, the Employer shall affix a public notice on the result of the award on its notice board and make arrangement for causing such notice to be affixed on the notice board also of the District Management Units. The Employer may make arrangements to post the notice into its website,</p>

	<p>identifying the bid and lot numbers and the following information: (i) the result of evaluation of bid; (ii) date of publication of notice inviting bids; (iii) name of newspaper; (iv) item of procurement; (v) name and address of successful bidder making contract and (vi) contract price</p> <p>39.3 Within thirty (30) days from the date of issuance of notification pursuant to ITB 37.1 unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, requests for debriefing.</p> <p>39.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the bid security shall be forfeited and the Employer shall exclude the bidder on recommendation of the Procurement Committee from participating any tender for a period of two years for FOCUS related procurement.</p>
<p><b>40. Complaint and Review</b></p>	<p>40.1 If a Bidder is dissatisfied with the Procurement proceedings or the decision made by the Employer in the intention to award the Contract, it may file an application to the Secretary, Agriculture Department within Seven (7) days of providing the notice under ITB 37.1 by the Public Entity, for review of the proceedings stating the factual and legal grounds.</p> <p>40.2 Late application filed after the deadline pursuant to ITB 40.1 shall not be processed.</p> <p>40.3 The Secretary, Agriculture Department shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 40.1:</p> <ul style="list-style-type: none"> <li>(a) whether to suspend the procurement proceeding and indicate the procedure to be adopted for further proceedings; or</li> <li>(b) to reject the application.</li> </ul> <p>The decision of the chief of Public Entity shall be final for the Bid amount up to the value as stated in 40.4.</p> <p>40.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 40.3, is not given within five (5) days of receipt of application pursuant to ITB 40.1, it can, within seven (7) days of receipt of such decision, file an application to the Chief Secretary of the GoO, stating the reason of its disagreement on the decision of the Secretary, STSCD Department and furnishing the relevant documents, provided that its Bid amount is more than the amount stated in the BDS. The application may be sent by hand, by post, by courier, or by electronic media at the risk of the Bidder itself.</p> <p>40.5 Late application filed after the deadline pursuant to ITB 40.4 shall not be processed.</p> <p>40.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 40.4, the Chief Secretary shall notify the concerning Public Entity to furnish its procurement proceedings, pursuant to ITB 40.3.</p> <p>40.7 Within three (3) days of receipt of the notification pursuant to ITB 40.6, the Public Entity shall furnish the copy of the related documents to the Review Committee.</p>

40.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month of the receipt of the application filed by the Bidder, pursuant to ITB 40.4.

40.9 The Bidder, filing application pursuant to ITB 40.4, shall have to furnish a cash amount or Bank guarantee from "A" class commercial bank equivalent to the amount stated in the BDS with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 40.4.

40.10 If the claim made by the Bidder pursuant to ITB 40.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 40.9, within seven (7) days of such decision made.

## SECTION – II: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : 01
ITB 1.1	The Employer is: Special Officer, DDA, K-Gumma, Malkangiri
ITB 1.1	The number and identification of lots comprising this bidding process is:
ITB 2.1	<p>The name of the Project is: Odisha PVTG Empowerment and Livelihoods Improvement Programme (OPELIP)</p> <p>The Donor is: <b>International Fund for Agriculture Development (IFAD)</b></p> <p>The implementing agency is: PMU,OPELIP</p> <p>GoO Funded or IFAD Funded: IFAD Funded</p>
ITB 4.1 (a)	Maximum number of partner in a joint venture shall be : 2 (two)
ITB 4.2	Eligible countries : all countries
B. Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: <b>JE, OPELIP, K-Gumma</b></p> <p>Address: DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI, Block- Khairput, Dist- Malkangiri</p> <p>Facsimile number: Nil</p> <p>Electronic mail address: <a href="mailto:soddakgumma75@gmail.com">soddakgumma75@gmail.com</a>.</p>
ITB 7.4	<p>Pre-Bid Meeting will Take place at the following date, time and place:</p> <p>Date: 25.05.18</p> <p>Time: 10.00 AM</p> <p>Place: Office of DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI</p> <p><b>A site visit shall not be organized by the Employer.</b></p>
ITB 7.5	Time for request: Requests for clarification should be received by the Employer no later than 10 days prior to the deadline for submission of bids.
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the schedules shall be submitted with the bid, including the priced Bill of Quantities.
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: <b>None</b>

ITB 13.1	<b>Alternative bids shall not be permitted.</b>
ITB 13.2	<b>Alternative times for completion shall not be permitted.</b>
ITB 13.4	<b>Alternative technical solutions shall not be permitted.</b>
ITB 14.6	<b>The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.</b>
ITB 18.1	The bid validity period shall be: 90 (Ninety)
ITB 19.1	The Bidder shall furnish a bid security, from public sector/private sector commercial bank with a minimum 2 % of bid value or INRs.0.2 lakh , which shall be valid for 30 days beyond the validity period of the bid. <b>Note: <u>Bid Security document shall be compulsory submitted according to the format provided in the bid document, otherwise the bid shall be excluded from the bid evaluation process.</u></b>
ITB 19.2 (b)	Account Name: SPECIAL OFFICER-DKDA (OPELIP) Bank Name: <b>HDFC BANK, K-Gumma</b> Bank Address: <b>HDFC BANK, K-Gumma ( IFSC CODE- HDFC0003417 )</b> Account Number : <b>50100164628770</b>
ITB 20.1	In addition to the original of the bid, the number of copy is: <b>NIL</b>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate:  (a) <b>The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</b>  (b) <b>In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</b>
<b>D. Submission and Opening of Bids</b>	
ITB 21.1	Bidders shall have the option of submitting their bids electronically. <b>No</b>
ITB 22.1	For bid submission purposes only, the Employer's address is : Attention : <b>JE,DDA, K-Gumma</b> Address : <b>DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI</b>

ITB 25.1	<p>The bid opening shall take place at :</p> <p>Address: DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI</p> <p>Date : 07.06.2018</p> <p>Time : 01.00 PM (Noon) onwards.</p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 32.5	<p>If the bid price of the successful bidder is up to 15 (fifteen) percent less than the cost estimate, the performance security amount shall be 5 (five) percent of the bid price. If the bid price of the successful bidder is less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:  <b>Performance Security Amount = (0.85 x Cost Estimate – Bid Price) x 0.5 + 5% of Bid Price.</b></p> <p><b>The Bid Price and Cost Estimate shall be inclusive of all Taxes.</b></p>
ITB 40.4	The minimum amount shall be <i>(Rs. 09.00 Lakhs for civil works)</i>
ITB 40.9	Zero point one five percent (0.15%) of its quoted Bid amount

## SECTION – III: Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders by post-qualification exercise. GoO/IFAD requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 32 and ITB 34, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

### 1. Evaluation

In addition to the criteria listed in ITB 32.2 (a) - (e) the following criteria shall apply:

#### 1.1 Adequacy of Technical Proposal - **NA**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity, to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Works Requirements). **This shall not apply.**

#### 1.2 Multiple Contracts

Pursuant to Sub-Clause 32.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: **NA**

#### 1.3 Completion Time

**180 days from agreement date.**

#### 1.4 Alternative Technical Solutions

Alternative technical solutions shall not be permitted

#### 1.5 Quantifiable Nonconformities, Errors and Omissions

The evaluated amount of quantifiable nonconformities, errors and/or omissions shall be determined by ascertaining the price of such effect on an equal basis by adjusting the same to the quoted price of the bid. A bid having minor deviations and having no material deviation to cause any serious effect upon the scope, quality, characteristics, terms and conditions, performance or any other requirements stated in the bidding documents and acceptable to the Employer can be considered to be substantially responsive.

1.6 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of construction work performed for each of the last five years;



- (c) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years; **NA**
- (g) evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (h) information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute; **NA**
- (i) proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price (for each, the qualifications and experience of the identified subcontractor in the relevant field should be annexed. No vertical splitting of the work for subcontracting is acceptable); and **NA**
- (j) Specific experience - executed in any one year.- **NA**

## 2. Qualification

SN	Description	
2.1	Average annual turnover for last three years	Should be minimum Rs. 1 million
2.2	Specific experience	At least one similar work of same nature and volume
2.3	Key personnel	One Diploma in civil engineering and one site supervisor minimum 3 years of experience for each.
2.4	Minimum Equipment	1 no concrete mixture 1 no excavator ( owned or capacity to hire) 1 no concrete vibrator (owned or capacity to hire) 1 no Tipper (owned or capacity to hire)
2.5	Working capital	20% of the bid value
2.6	Constitution of Legal status	Firm Registration Certificate/Licenses and tax clearance certificate. GST and PAN Registration certificate

*For works having duration less than one year the annual volume of construction work (Turnover) requirement shall be equal to the estimated value of the work put to tender.*

## SECTION – IV: Bidding Forms

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

### Forms for Qualification

#### Form 2.1: Average Annual Turnover

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

Annual turnover data (construction only)		
Year	Amount and Currency	Amount Rs
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

\*Average annual turnover calculated as total certified payments received for work in progress or completed during the last three years

*"The figure for turnover will be updated to current price level by adding 5% per year."*

**Form EXP – 2.2: Specific Experience**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required.]</b>	<b>Information</b>	
Contract Identification	_____	
Award date	_____	
Completion date	_____	
Total contract amount	_____	Rs _____
Employer's Name:	_____	
Address:	_____	
	_____	
Telephone/fax number:	_____	
E-mail:	_____	

### Form 2.3: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

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

### 2.4 Form Equipment

SN	Equipment	Owned/hired	nos
1	1 no concrete mixture		
2	1 no excavator ( owned or capacity to hire)		
3	1 no concrete vibrator (owned or capacity to hire)		
4	1 no Tipper (owned or capacity to hire)		

**Form FIN 2.5: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Source of financing	Amount (Rs)
1.	
2.	
3.	
4.	

**Form 2.6: Bidder Information Sheet**

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

Bidding No.: \_\_\_\_\_

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

1. Bidder's Legal Name
2. Bidder's actual or intended Country of Registration:
3. Bidder's Year of Registration:
4. Bidder's Legal Address in Country of Registration:
5. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:

## Letter of Bid

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

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

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
\_\_\_\_\_;
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ [*insert validity period as specified in ITB 18.1.*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;<sup>1</sup>
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;

<sup>1</sup> \_\_\_\_\_  
 Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause **13.8**

**Adjustments for Changes in Cost.**

- (k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the RGoB and ORIO or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;<sup>2</sup>
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>3</sup>

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

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative:

\_\_\_\_\_

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

<sup>2</sup> Use one of the two options as appropriate.

<sup>3</sup> If none has been paid or is to be paid, indicate "none".



# Bid Security

## Bank Guarantee

Bank's Name, and Address of Issuing Branch or Office  
(On Letter head of the 'A' class Commercial Bank)

Beneficiary: ..... name and address of Employer .....

Date: .....

Bid Security No.: .....

We have been informed that ..... [insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... name of Contract ..... under Invitation for Bids No. .... ("the IFB").

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

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

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date .....number.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

**Part - II**  
**REQUIREMENTs**

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## **SECTION – V: Works Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

## **Scope of Work**

The work consists of Renovation/Extension Work of MPA Office Building  
.The site is located at DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA, MALKANGIRI

# Specifications

## **G. Technical Specification**

### **1. INTERPRETATION OF TERMS**

Whenever the words "selected", "as directed", "as required" or words of similar meaning are used in the Bill of Quantities, it is to be understood that the selection, director or requirements of the Engineer are intended. Similarly the words "approved" or "satisfactory" or other synonyms, shall mean "approved by" or "satisfactory to" the Engineer's approval must first be obtained before the materials ordered, or the works to which the works refer are put in hand.

### **2. PROPRIETARY MATERIALS**

- Where proprietary materials are specified hereafter, the contractor may propose the use of materials of other manufacture but equal quality for approval of the contract administrator "the Engineer".
- The Engineer reserves the right to sample, inspect and test the material throughout the concerned period. All materials which are found to be unsatisfactory at the time of use will be rejected whether in place or not. They shall be removed immediately from the site unless otherwise permitted by the Engineer. Upon failure of contractor to comply promptly with any order of Engineer given under the clause the Engineer shall have the authority to cause the removal and replacement of rejected materials and to deduct the cost thereof from any amount as per the contract.
- Water: Water shall be clean and free from oil, waste, acids or other organic matters in solution or suspension. Water shall be from municipal main supply, tank or well water. The contractor shall work his own arrangement for the supply of water.

### **3. Applicable specifications**

The Technical specifications of **PWD** for buildings shall be used. These specifications cover the construction of the Works, as shown on the Drawings, in the Bill of Quantities and in the General Conditions of Contract, and shall be read in conjunction with all other contract and tender documents. In the event of any discrepancy or assumed discrepancy being found between them, the Contractor shall immediately inform the Special Officer of the matter in writing and the Special Officer will issue his instructions in the matter in accordance with the Conditions of Contract.

### **4. SCOPE OF WORKS**

The work to be carried out under the Contract shall consist of the various items as generally described in the Tender Documents as well as in the Bill of Quantities furnished in the Tender Documents which includes but not limited to the following:

**Earthwork**

**Structures**

**Permanent works**

**Other equipments and fixtures**

All works shall be undertaken on the basis of an item rate contract.

### **5. QUALITY OF MARERIALS AND WORKMANSHIP**

The materials and workmanship shall be of the best of their respective kinds and shall be to the approval of the Project Coordinator or his representative on Site, the Special Officer . In reading these Specifications, the words to the approval of the Special Officer shall be deemed to be included in the description of all materials incorporated in the works, whether manufactured or natural, and in the description of all operations for the due execution of the works.

All works or parts thereof shall be in accordance with the latest edition of the Indian Standards (IS), or International Standards Organisation (ISO) Specification.

## 6. EQUIVALENCY OF STANDARDS AND CODES

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Special Officer prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Special Officer at least 28 days prior to the date when the Contractor desires the Special Officer consent. In the event of the Special Officer determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

All materials shall be of approved manufacture and origin, equal to sample and delivered to the site a sufficient period before they are required to be used in the works to enable the Contractor to take such samples as the Special Officer may require for testing or approval, and the Contractor shall provide any information required by the Special Officer as to the quality, weight, strength, constituents, description, etc. of the materials.

No materials of any description shall be used without prior approval by the Special Officer and any condemned as unfit for use in the works, shall be removed immediately from the site by, and without recommendation to, the Contractor.

Where specification for a particular item of work is not available, the relevant specification for that item from the current Specification of PWD and the PMGSY shall be used. If these specification do not cover these items then the relevant IS codes and latest edition of IRC specifications shall be applicable. Where no reference is found in the above specifications for an item of work then sound engineering practice as decided by the Special Officer shall be applicable and the decision of the Special Officer in respect to all such matters relating to specifications shall be final and binding on the contractor.

## 7. CONTRACT DRAWINGS

The Contract Drawings provided for tendering purposes shall be as contained in the Tender Documents and shall be used as a reference only. The Contractor should visualize the nature and type of work contemplated and to ensure that the rates and prices quoted by him in the Bill of Quantities have due consideration of the qualitative and quantitative variations, as may be found at the site and complexities of work involved during actual execution/construction.

Examination and/or approval by the Special Officer of any drawings or other documents submitted by the Contractor shall not relieve the Contractor of his responsibilities or liabilities under the Contract.

## 8. ATTENDANCE ON SUB-CONTRACTORS

The terms "attendance" shall be deemed to include the provision the following services by the contractor, free of charge, to the nominated sub-contractor executing work on site:

- Affording and providing welfare facilities: sanitary arrangements, office accommodation, storage for tools and plants, power supply, water supply, necessary scaffolding, handling installation, operation of hoisting apparatus, programming and site clearance. Welfare should be read as all possible assistance for safety and un-delayed execution.



## 9. MATERIALS AND WORKMANSHIP

Trade descriptions of materials and workmanship hereafter apply to the relevant items contained in the Bill of Quantities and rates shall include for complying therewith.

## 10. ADMINISTRATIVE INFORMATION

### A) Bidding Drawings

The drawings provided in ANNEX – B folder of the Bidding Documents shows the general features of the construction works. Additional drawings (if necessary) may be delivered to the Contractor prior to the commencement of the assigned works.

### B) “As-Built” Drawings

The Contractor shall submit whole sets of “As-Built” Drawings of the completed Works, clearly printed drawings along with two sets of CD, to the Employer before the payment of final bills. **NA**

The “As-Built” Drawings shall clearly show the lines and dimensions of the permanent construction actually made based on the original design and/or change of design from time to time ordered by the Engineer or proposed by the Contractor and approved by the Engineer. **NA**

### C) Measurement and Payment

No separate and additional payment shall be made for preparation of all construction drawings, reinforcement drawings, working drawings and shop drawings, etc., to be prepared by the Contractor and submitted to the Engineer and/or the Employer in accordance with the provisions of the Contract.

### D) Monthly Report

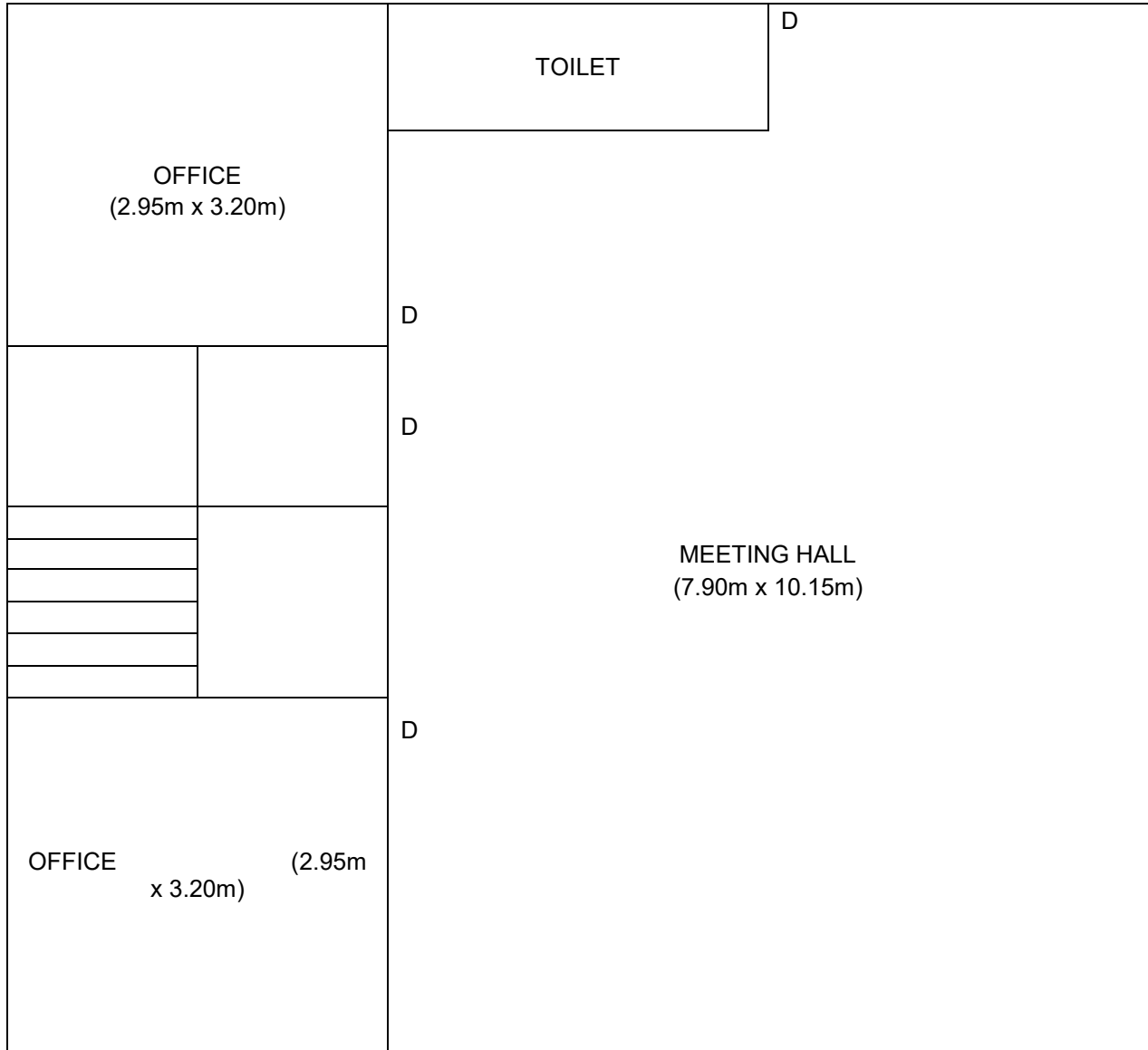
The Contractor shall furnish to the Engineer, at the Contractor’s own costs, at regular monthly interval and in a form and number of copies determined by the Engineer, with the followings:

- physical progress for the preceding month and estimated progress for the report month;
- completion schedules (target and actual) based on the approved Construction Programme.
- estimated expenditures for the report month;
- inventory of construction equipment and materials on which an advance was made by the Employer as provided in the Conditions of contract;
- a tabulation of construction equipment, listing the major items and pieces of equipment which were utilised for performance of the Works during the preceding month;
- a tabulation of employees, showing the supervisory staff and the numbers of several classes of labourers employed by the Contractor in the preceding month;
- purchase and expenditure report covering the Plant and materials furnished by the Contractor for the Works; and
- any report which may be specifically requested by the Employer and/or the Engineer.

# Drawings

# Front Elevation

Not to Scale



1<sup>st</sup> FLOOR

**As attached in ANNEX**

## Supplementary Information

## SECTION – VI: Bill of Quantities<sup>4</sup>

### Preamble of Bill of Quantities

#### A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Special Officer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Special Officer may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references where given in the item description of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant- specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Special Officer in accordance with the Conditions of Contract.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications.
10. The abbreviations and symbols used in this Bill of Quantities are:

---

<sup>4</sup> In lump sum contracts, delete “Bill of Quantities” and replace with “Schedule of Activities” throughout this section.

***[Insert as applicable]***

**B. Day work Schedule**

**a) General**

1. Work shall not be executed on a day work basis except by written order of the Special Officer . Bidders shall enter basic rates for day work items in the Schedules. These rates shall apply to any quantity of day work ordered by the Special Officer . Nominal quantities have been indicated against each item of day work, and the extended total for day work shall, be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

**b) Day work Labor**

1. In calculating payments due to the Contractor for the execution of day works, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of day work to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Special Officer and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
2. The Contractor shall be entitled to payment in respect of the total time that labor is employed on day work, calculated at the basis rates entered by it in the " SCHEDULE OF DAY WORK RATES: 1. LABOR". The rates for labor shall be deemed to cover all costs to the Contractor including (but not limited to) i) the amount of wages paid to such labor, transportation time, overtime, subsistence allowances, ii) any sums paid to or on behalf of such labor for social benefits in accordance with Odisha law, iii) Contractor's profit, overheads, superintendence, liabilities and insurance and iv) charges incidental to the foregoing.

**c) Day work Equipment**

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT ". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.
2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Special Officer , the travelling time from the part of the Site where the Construction Plant was located when ordered by the Special Officer to be employed on day work and the time for return journey there to shall be included for payment.

**d) Day work Materials**

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
  - (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.
  - (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

## **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Special Officer 's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.



## BoQ Format

SI No	Description of items	Quantity	Unit	Rate	Amount
1	W.B.C.B brick massnary in C.M. (1:6) in Super Structre with cost,convay & royalty etc. complete and as per the direction of the Engineer-in-charge.				
	<b>FIRST FLOOR</b>	31.14	One Cum		
2	RCC work of M-20 grade with 20 mm and down grade black hard granite chips including cost, conveyance, royalty and all taxes of all materials with all leads, lifts, T&P etc including rigid and smooth centering, shuttering and dismantling the same after the curing of RCC work for 28 days complete the item of work in all respect as per specification and direction of Engineer-in-charge.				
	<b>FIRST FLOOR</b>				
	Column & Beam	8.14	One Cum		
	Lintel Bend	1.94	One Cum		
	Chhaja	15.09	One Sqm		
	Roof Slab	14.96	One Cum		
3	Labour charges for straightening coiled or bent up MS rods including cutting, bending and welding if required and tying the grills, laying and placing in proper position as per design including cost, conveyance,taxes etc of tested MS/TS rod with testing data of required specification & cost of binding wires of 18 to 20 gauge, labour, T&P required for the work complete and as per the specification and direction of the Engineer-in-charge.		One Qtl.		
	<b>FIRST FLOOR</b>	38.95	One Qtl.		
4	16mm thick cement plaster (1:6) in cement mortar finished smooth surface on brick wall after racking out joints including watering curing to required period including cost conveyance, royalty of all materials, T&P complete etc. as per specification and direction of Engineer in charge.		One Sqm		

	<b>FIRST FLOOR</b>	184.25	One Sqm		
5	12mm thick cement plaster (1:6) in cement mortar finished smooth surface on brick wall after racking out joints including watering curing to required period including cost conveyance, royalty of all materials, T&P complete etc. as per specification and direction of Engineer in charge.				
	<b>FIRST FLOOR</b>	146.19	One Sqm		
6	6mm thick C.P. in CM (1:4) to RCC surfaces finished smooth including closed deep chipping and slurry treatment with cost, conveyance, royalty, taxes of all materials & complete work.		One Sqm		
	<b>FIRST FLOOR</b>	99.07	One Sqm		
7	Fixing Vetrified tiles in dado, skirting & riser of steps on 12mm thick cement plaster (1:3) joined with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing etc. complete.		One Sqm		
	<b>FIRST FLOOR</b>	9.11	One Sqm		
8	Fixing Vetrified tiles in floors, treads on steps and landing on 20mm thick bed of cement mortar 1:4 (1 cement: 4 sand) joined with neat cement slurry mixed with pigment to match the shade of the tiles including rubbing and polishing etc. complete.		One Sqm		
	<b>FIRST FLOOR</b>	99.07	One Sqm		
9	Weather coating two coats to wall with approved shade over one coat of Wall primer on new work to give on even shade including cost of Weather coat per 1 sqm .				
	<b>FIRST FLOOR</b>	161.28	One Sqm		
10	Distempering two coats to wall with distemper of approved shade on new work.				
	<b>FIRST FLOOR</b>	298.40	One Sqm		
11	Supplying of MS grill gate, MS angle chowkhat of approved specification for doors and windows welded with MS sheet shutters of 18 to 20 gauge thick, openable and electrically welded with all necessary fittings including cost of all materials, labour, T&P, transportation to worksite etc all complete in all respect.	701.83	One Kgs		

12	Labour for fitting and fixing of MS doors and windows, MS grill gate as per approved design & all complete.	16.07	One Sqm		
13	Painting two coats of synthetic enamel paint over a coat of primer of approved quality, brand and shade including smoothening the surface by sand paper and filler etc complete with cost, conveyance, royalty, taxes of all materials, labours T&P required as per specification and direction of Engineer-in-charge.		One Sqm		
	<b>FIRST FLOOR</b>	38.75	One Sqm		
	Add for Electrification, Water Supply, PH work, and other unforeseen items	LS			
	Provision for Contingency, welfare cess, Display Board and other unforeseen item	LS			

**Part - III**  
**CONDITIONS OF CONTRACT**  
**AND CONTRACT FORMS**

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**SECTION – VII: General Conditions of Contract**



**Renovation/Extension of Office Building of  
DIDAYI DEVELOPMENT AGENCY (DDA ), K-GUMMA,  
MALKANGIRI**

**Contract No.:** 7683823107(S.O), OPELIP/DDA/ K-Gumma, Malkangiri /2018/01

## A. General

### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.2 hereunder.
- (d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (e) Compensation Events are those defined in GCC 42 hereunder.
- (f) The Completion Date is the date of completion of the Works as certified by the Special Officer , in accordance with GCC 53.1.
- (g) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works.

It consists of the documents listed in GCC 2.3 below.

- (h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (k) Days are calendar days; months are calendar-months.
- (l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (m) A Defect is any part of the Works not completed in accordance with the Contract.
- (n) The Defects Liability Certificate is the certificate issued by Special Officer upon correction of defects by the Contractor.
- (o) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- (p) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (q) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC.
- (r) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

	<p>(s) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.</p> <p>(t) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.</p> <p>(u) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Special Officer by issuing an extension of time or an acceleration order.</p> <p>(v) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the contract at the date of acceptance.</p> <p>(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(x) Party means the Employer or the Contractor, as the context requires.</p> <p>(y) SCC means Special Conditions of Contract</p> <p>(z) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>(aa) The Special Officer is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Special Officer ) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(bb) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 46.1.</p> <p>(cc) The Site is the area defined as such in the SCC.</p> <p>(dd) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p>
	<p>(ee) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Special Officer .</p> <p>(ff) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>(gg) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(hh) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p>

	<p>(ii) A Variation is an instruction given by the Special Officer which varies the Works.</p> <p>(jj) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.</p>
<b>2. Interpretation</b>	<p>2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Special Officer shall provide instructions clarifying queries about these GCC.</p> <p>2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p> <p>2.3 The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) Contract Agreement,</li> <li>(b) Letter of Acceptance,</li> <li>(c) Letter of Bid,</li> <li>(d) Special Conditions of Contract,</li> <li>(e) General Conditions of Contract,</li> <li>(f) Specifications,</li> <li>(g) Drawings,</li> <li>(h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and</li> <li>(i) Any other document listed in the SCC as forming part of the Contract.</li> </ul>
<b>3. Language and Law</b>	3.1 The language of the Contract and the law governing the Contract are stated in the SCC.
<b>4. Special Officer 's Decisions</b>	4.1 Except where otherwise specifically stated, the Special Officer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
<b>5. Delegation</b>	5.1 The Special Officer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
<b>6. Communications</b>	6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
<b>7. Subcontracting</b>	7.1 Not Allowed
<b>8. Other Contractors</b>	8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the

	Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
<b>9. Personnel and Equipment</b>	<p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Special Officer . The Special Officer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Special Officer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
<b>10. Employer's and Contractor's Risk</b>	10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
<b>11. Employer's Risks</b>	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> <li>(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> <li>(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or</li> <li>(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.</li> </ul> </li> <li>(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</li> </ul> <p>11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to</p> <ul style="list-style-type: none"> <li>(a) a Defect which existed on the Completion Date,</li> <li>(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or</li> <li>(c) the activities of the Contractor on the Site after the Completion Date.</li> </ul>
<b>12. Contractor's Risks</b>	12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
<b>13. Insurance</b>	13.1 The Contractor shall provide insurance in the joint names of the Employer and the Contractor from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:

	<p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) Personal injury or death.</p>
	<p>13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Special Officer for the Special Officer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Indian Rupees required to rectify the loss or damage incurred.</p> <p>13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p> <p>13.4 Alterations to the terms of insurance shall not be made without the approval of the Special Officer .</p> <p>13.5 Both parties shall comply with any conditions of the insurance policies.</p>
<b>14. Site Investigation Reports</b>	<p>14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.</p>
<b>15. Contractor to Construct the Works</b>	<p>15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.</p>
<b>16. The Works to Be Completed within intended Completion Date</b>	<p>16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Special Officer , and complete them within the intended Completion Date.</p>
<b>17. Design by contractor and Approval by the Special Officer</b>	<p>17.1 The contractor shall be responsible for the design of permanent works as specified in SCC.</p> <p>17.2 Contractor shall be responsible for design of the Temporary Works. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Special Officer , for his approval.</p> <p>17.3 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Special Officer before their use.</p> <p>17.4 The Special Officer's approval shall not alter the Contractor's responsibility for design of temporary works.</p>
<b>18. Safety, Security and Protection of the Environment</b>	<p>18.1 The Contractor shall, throughout the execution, and completion_of the works and remedying of any defects therein:</p> <p>a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so as the same is under his control) and the works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such</p>

	<p>persons.</p> <p>b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when necessary or required by the Project Manager or by any duly constituted authority, for the protection of the Works of for the safety and convenience of the public or others.</p> <p>c. 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 a consequence of his methods of operation.</p> <p>d. Ensure that any cut or fill slopes are planted in grass or other plant cover as soon as possible to protect them from erosion.</p> <p>e. Any spoil or material removed from drains shall be disposed off to designated stable tipping areas as directed by the Special Officer .</p> <p>f. Shall not use fuel wood as a means of heating during the processing or preparation of any materials forming part of the works.</p> <p>g. The Project Manager shall have the power to disallow any working practice or activity of the Contractor or direct that such practices or activities be modified should the Special Officer consider, on the advice of the relevant Government Departments, that the practices or activities will be harmful to wildlife.</p> <p>h. Provide on the Site such life saving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required by any government ordinance, factory act, etc., subsequently published and amended from time to time.</p>
<b>19. Discoveries</b>	<p>19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Special Officer of such discoveries and carry out the Special Officer 's instructions for dealing with them.</p>
<b>20. Possession of the Site</b>	<p>20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.</p>
<b>21. Access to the Site</b>	<p>21.1 The Contractor shall allow the Special Officer and any person authorized by the Special Officer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
<b>22. Instructions, Inspections and Audits</b>	<p>22.1 The Contractor shall carry out all instructions of the Special Officer which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall permit the GoO/IFAD and/or persons appointed by the GoO/IFAD to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the GoO/IFAD if required by the GoO/IFAD. The Contractor's attention is drawn to Sub-Clause 58.2 which provides, inter alia, that acts intended to materially impede the exercise of the GoO's/IFAD's inspection and audit rights provided for under this Sub-Clause constitute a obstructive practice subject to contract</p>

	termination.
<b>23. Dispute Settlement</b>	<p>23.1 The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>23.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.</p>
<b>24. Appointment of the Adjudicator/ DRC Members</b>	Not Applicable
<b>25. Procedures for Disputes</b>	25.1 In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures under relevant Act at the place given in the SCC.
<b>B. Time Control</b>	
<b>26. Program</b>	<p>26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Special Officer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Contractor shall submit to the Special Officer for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Special Officer may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall Provide an updated Activity Schedule within 15 days of being instructed to by the Special Officer .</p> <p>26.4 The Special Officer 's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Special Officer again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p>
<b>27. Extension of the Intended Completion Date</b>	<p>27.1 The Special Officer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Special Officer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Special Officer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information at least 7 days prior to the intended completion date. If the Contractor has failed to give early warning of a</p>



	<p>delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>
<b>28. Acceleration</b>	<p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Special Officer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>
<b>29. Delays Ordered by the Special Officer</b>	<p>29.1 The Special Officer may instruct the Contractor to delay the start or progress of any activity within the Works.</p>
<b>30. Management Meetings</b>	<p>30.1 Either the Special Officer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Special Officer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Special Officer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p>
<b>31. Early Warning</b>	<p>31.1 The Contractor shall warn the Special Officer 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 Special Officer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>31.2 The Contractor shall cooperate with the Special Officer in making and considering proposals for how the effect of such an event or circumstance can be avoided</p> <p>or reduced by anyone involved in the work and in carrying out any resulting instruction of the Special Officer .</p>
<b>C. Quality Control</b>	
<b>32. Identifying Defects</b>	<p>32.1 The Special Officer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Special Officer may instruct the Contractor to search for a Defect and to uncover and test any work that the Special Officer considers may have a Defect.</p>
<b>33. Tests</b>	<p>33.1 If the Special Officer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p>

<b>34. Correction of Defects</b>	<p>34.1 The Special Officer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Special Officer 's notice.</p>
<b>35. Uncorrected Defects</b>	<p>35.1 If the Contractor has not corrected a Defect within the time specified in the Special Officer 's notice, the Special Officer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p>
<b>D. Cost Control</b>	
<b>36. Contract Price</b>	<p>36.1 In the case of a Unit Rate contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p> <p>36.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.</p>
<b>37. Changes in the Contract Price</b>	<p>37.1 In the case of an Unit Rate contract:</p> <p>(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 2 percent of the Initial Contract Price, the Special Officer shall adjust the rate to allow for the change.</p> <p>(b) The Special Officer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 10 percent, except with the prior approval of the Employer.</p> <p>(c) If requested by the Special Officer , the Contractor shall provide the Special Officer with a detailed cost breakdown of any rate in the Bill of Quantities.</p> <p>37.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p>
<b>38. Variations</b>	<p>38.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.</p>
	<p>38.2 The Contractor shall provide the Special Officer with a quotation for carrying out the Variation when requested to do so by the Special Officer . The Special Officer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Special Officer and before the Variation is ordered.</p>

	<p>38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Special Officer's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>38.4 If the Special Officer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.6 In the case of an Unit Rate contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Special Officer, the quantity of work above the limit stated in GCC 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p>
<p><b>39. Cash Flow Forecasts</b></p>	<p>39.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Special Officer with an updated cash flow forecast.</p>
<p><b>40. Payment Certificates</b></p>	<p>40.1 The Contractor shall submit to the Special Officer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Special Officer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within 30 days of submission by contractor.</p> <p>40.3 The value of work executed shall be determined by the Special Officer.</p> <p>40.4 The value of work executed shall comprise:</p> <ul style="list-style-type: none"> <li>(a) In the case of an Unit Rate contract, the value of the quantities of work in the Bill of Quantities that have been completed; or</li> <li>(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.</li> </ul> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Special Officer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>
<p><b>41. Payments</b></p>	<p>41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Special Officer within 30 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest as indicated in the SCC on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made.</p>

	<p>41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.</p> <p>41.3 Items of the Works for which no rate or price has been entered in BOQ shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
<p><b>42. Compensation Events</b></p>	<p>42.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> <li>(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.</li> <li>(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.</li> <li>(c) The Special Officers orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.</li> <li>(d) The Special Officers instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.</li> <li>(e) The Special Officer unreasonably does not approve a subcontract to be let.</li> <li>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.</li> <li>(g) The Special Officer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.</li> <li>(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.</li> <li>(i) The advance payment is delayed.</li> <li>(j) The effects on the Contractor of any of the Employer’s Risks.</li> <li>(k) The Special Officer unreasonably delays issuing a Certificate of Completion.</li> <li>(l) Force majeure events as determined by the Project Manager.</li> </ul> <p>42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Special Officer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>42.3 As soon as information demonstrating effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Special Officer, and the Contract Price shall be adjusted</p>

	<p>accordingly. If the Contractor's forecast is deemed unreasonable, the Special Officer shall adjust the Contract Price based on the Special Officer's own forecast. The Special Officer shall assume that the Contractor shall react competently and promptly to the event.</p> <p>42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Special Officer .</p>
<b>43. Tax</b>	<p>43.1 The Special Officer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 45.</p>
<b>44. Currency</b>	<p>44.1 The currency of Contracts shall be Indian Rupees.</p>
<b>45. Price Adjustment</b>	<p>45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due.</p> <p>45.2 Adjustment Formulate<sup>5</sup>: "The adjustment to the Interim Payment Certificates in respect of changes in cost and legislation shall be determined from separate formulae for each of the types of construction work to be performed and Plant to be supplied. The formulae will be of the following general type:</p> $pn = A + b \frac{Ln}{Lo} + c \frac{Mn}{Mo} + d \frac{En}{Eo} + etc.$ <p>Where:</p> <p>pn is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Sub-Clause 41;</p> <p>A is a constant, specified in the Bidding Forms- Table of Price Adjustment data, representing the nonadjustable portion in contractual payments,<sup>6</sup></p> <p>b, c, d, etc., coefficients representing the estimated proportion of each cost element (labor, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the SCC;</p> <p>Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n," determined pursuant to Sub-Clause 45.4, applicable to each cost element; and</p> <p>Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 45.4</p>

<sup>5</sup> For complex Works involving several types of construction work with different inputs, a family of Formulae will be necessary. The various items of Day work may also require different formulae, depending on the nature and source of the inputs

<sup>6</sup> Insert a figure for factor A only where there is a part of the Contractors' expenditures which will not be subject to fluctuation in cost or to compensate for the unreliability of some indices. A should normally be 0.15. The sum of A, b, c, d, etc., should be one.

	<p>45.3 Sources of Indices and Weightings: The sources of indices shall be those listed in the Bidding Forms- Table of Price Adjustment data, as approved by the Special Officer and stated in SCC. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightings and Source of Indices in the Bidding Forms, which shall be subject to approval by the Special Officer .</p> <p>45.4 Base, Current and Provisional Indices: The base cost indices or prices shall be those prevailing on the day 30 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 30 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Special Officer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.</p> <p>45.5 Weightings: The weightings for each of the factors of cost given in the Bidding Forms shall be adjusted if, in the opinion of the Special Officer , they have been rendered unreasonable, unbalanced or inapplicable as a result of varied or additional work already executed or instructed under Clause 38 or for any other reason.</p> <p>45.6 Subsequent Legislation: If, after the date 30 days prior to the latest date for submission of bids for the Contract, there occur changes to any National Statute, Ordinance, Decree, or other Law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost to the Contractor, other than under the preceding sub-clauses of this clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Project Special Officer and shall be added to or deducted from the Contract Price and the Special Officer shall notify the Contractor accordingly, with a copy to the Employer. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 45.2</p>
	<p>45.7 Where, price adjustment provision is not applicable pursuant to Sub-clause 45.1 then the Contract is subject to price adjustment only for construction material in accordance with this clause. If the prices of the construction materials stated in the contract is increased or decreased in an unexpected manner in excess of ten (10%) percent in comparison to the base price construction material stated in Section –IV, Bidding Forms-Table of Price Adjustment Data, then the price adjustment for the increase or decrease of price of the construction material beyond 10% shall be made by applying the following formulas:</p> <p style="padding-left: 40px;">For unexpected increase in price</p> $P = [R_1 - (R_0 \times 1.10)] \times Q$ <p style="padding-left: 40px;">For unexpected decrease in price P</p> $= [R_1 - (R_0 \times 0.90)] \times Q$ <p style="padding-left: 40px;">Where:</p> <p style="padding-left: 40px;">“P” is price adjustment amount</p> <p style="padding-left: 40px;">“R<sub>1</sub>” is the present price of the construction material (Source of indices shall be those listed in the Bidding forms)</p>

	<p>“R<sub>0</sub>” is the base price of the construction material</p> <p>“Q” is quantity of the construction material consumed in construction during the period of price adjustment consideration</p> <p>If the Base price and source is to be proposed by the Bidder as per the provision made in Section –IV, Bidding Forms-Table of Price Adjustment Data then the Base price and source filled by Bidder for the construction material stated in the Bidding Form shall be subject to the approval of the Special Officer and shall be as stated in SCC..</p> <p>45.8 The Price Adjustment amount shall be limited to a maximum of the initial Contract Amount as specified in the SCC.</p> <p>45.10 The Price Adjustment provision shall not be applicable for delayed period if the contract is not completed in time due to the delay caused by the contractor or the contract is a Lump sum Contract or a Fixed Budget Contract.</p>
<p><b>46. Retention</b></p>	<p>46.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.</p> <p>46.2 Upon the issue of a Defects Liability Certificate by the Special Officer , in accordance with GCC 55.1, half the total amount retained shall be repaid to the Contractor and half when the Contractor has submitted the Tax evidence document issued by the concerned Internal Revenue Office that the contractor has submitted his Income Returns . On completion of the whole works, the Contractor may substitute retention money with an “on demand” bank guarantee.</p>
<p><b>47. Liquidated Damages</b></p>	<p>47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.</p> <p>47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Special Officer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC.41</p>
<p><b>48. Bonus</b></p>	<p>48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Special Officer shall certify that the Works are complete, although they may not be due to be complete.</p>
<p><b>49. Advance Payment</b></p>	<p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from 'A' class commercial Bank in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>

	<p>49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Special Officer .</p> <p>49.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
<b>50. Securities</b>	<p>50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a 'A' class commercial bank acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 30 days from the date of issue of the Defect Liability Certificate in the case of a bank guarantee.</p> <p>50.2 The performance security issued by any foreign Bank outside Odisha must be counter guaranteed by an "A" class commercial Bank in Odisha.</p>
<b>51. Day works</b>	<p>51.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Special Officer has given written instructions in advance for additional work to be paid for in that way.</p> <p>51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Special Officer . Each completed form shall be verified and signed by the Special Officer within two days of the work being done.</p> <p>51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.</p>
<b>52. Cost of Repairs</b>	<p>52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.</p>
<b>E. Finishing the Contract</b>	
<b>53. Completion</b>	<p>53.1 The Contractor shall request the Special Officer to issue a certificate of Completion of the Works, and the Special Officer shall do so upon deciding that the work is completed.</p>
<b>54. Taking Over</b>	<p>54.1 The Employer shall take over the Site and the Works within seven days of the Special Officer 's issuing a certificate of Completion.</p>
<b>55. Final Account</b>	<p>55.1 The Contractor shall supply the Special Officer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Special Officer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Special Officer shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Special Officer shall decide on the amount payable to the Contractor and issue a payment certificate.</p>



<p><b>56. Operating and Maintenance Manuals</b></p>	<p>56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.</p> <p>56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC 56.1, or they do not receive the Special Officer ’s approval, the Special Officer shall withhold the amount stated in the SCC from payments due to the Contractor.</p>
<p><b>57. Termination</b></p>	<p>57.1 In no case, the Contractor shall terminate the Contract unilaterally without duly notifying the Employer.</p>
	<p>57.2 The Employer may terminate the Contract at any time if the contractor;</p> <ul style="list-style-type: none"> <li>a. does not commence the work as per the Contract,</li> <li>b. abandons the work without completing,</li> <li>c. fails to achieve progress as per the Contract.</li> </ul> <p>57.3 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>57.4 Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> <li>(a) The Contractor uses the advance payment for matters other than the contractual obligations,</li> <li>(b) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> <li>(c) the Special Officer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;</li> <li>(d) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.</li> <li>(e) a payment certified by the Special Officer is not paid by the Employer to the Contractor within 90 days of the date of the Special Officer ’s certificate;</li> <li>(f) the Special Officer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Special Officer ;</li> <li>(g) the Contractor does not maintain a Security, which is required; and</li> <li>(h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.</li> <li>(i) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 58.1.</li> </ul> <p>57.5 When either party to the Contract gives notice of a breach of Contract to the Special Officer for a cause other than those listed under GCC 57.2 above, the Special Officer shall decide whether the breach is fundamental or not.</p> <p>57.6 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>57.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
<p><b>58. Fraud and Corruption</b></p>	<p>58.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in</p>

	<p>executing the Contract, then the Employer may, after giving 15 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.</p> <p>58.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.</p> <p>For the purposes of this Sub-Clause;</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.</p> <p>(ii) "fraudulent practice"<sup>5</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) "collusive practice"<sup>6</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) "coercive practice"<sup>7</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the GOO's/IFAD's inspection and audit rights provided for under Sub-Clause 22.2.</p>
<p><b>59. Black Listing</b></p>	<p>59.1 Without prejudice to any other rights of the Employer under this Contract, GoO, , on the recommendation of procuring entity, may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder.</p> <p>(a) if it is established that the Contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p>
<p><b>60. Payment upon Termination</b></p>	<p>60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Special Officer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>60.2 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Contractor, The Employer shall withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or recover from the Contractor any losses and damages incurred by the Employer from the</p>

	<p>payment due to the contractor and/or from the performance security. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.</p> <p>60.3 The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.</p>
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5 a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

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

<b>61. Property</b>	<p>61.1 If the contract is terminated due to the default of the contractor, after termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.</p> <p>61.2 The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.</p>
<b>62. Release from Performance</b>	<p>62.1 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 Special Officer 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.</p>
<b>63. Suspension of IFAD Loan/Credit/Grant</b>	<p>63.1 In the event that the Donor Agency suspends the loan/ credit/grant to the Employer from which part of the payments to the Contractor are being made:</p> <ol style="list-style-type: none"> <li>a. the Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Donor Agency's suspension notice; and</li> <li>b. if the Contractor has not received sums due him within the 30 days for payment provided for in Sub-Clause 41.1, the Contractor may immediately issue a 15-day termination notice.</li> </ol>
<b>64. Special Officer's Duties and Authorities</b>	<p>64.1 The Special Officer's duties and authorities are restricted to the extent as stated in the SCC.</p>
<b>65. Quarries and Spoil Dumps</b>	<p>65.1 Any quarry operated as part of this Contract shall be maintained and left in a stable condition without steep slopes and be either refilled or drained and be landscaped by appropriate planting. Rock or gravel taken from a river shall be removed over some distance so as to limit the depth of material removed at any one location, not disrupt the river flow or damage or undermine the river banks. The Contractor shall not deposit excavated material on land in Government or private ownership except as directed by the Special Officer in writing or by permission in writing of the authority responsible for such land in Government ownership, or of the owner or responsible representative of the owner of such land in private ownership, and only then in those places and under such conditions as the authority, owner or responsible representative may prescribe.</p>
<b>66. Local Taxation</b>	<p>66.1 The prices tendered by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Odisha on the date 30 days prior to the closing date for submissions of Bids on the Contractor's equipment, plant and materials acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Odisha on profits made by him in respect of the Contract.</p>
<b>67. Value Added Tax</b>	<p>67.1 The Contract is not exempted from any form of taxes. The contractor shall include in his rates all taxes and duties and no extra shall be paid.</p>
<b>68. Income Taxes</b>	<p>68.1 The Contractor's staff, personnel and labor will be liable to pay personal income taxes in respect of their salaries and wages, as are chargeable under the</p>

<b>on Staff</b>	laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions as may be imposed on him by such laws and regulations.
<b>69. Duties, Taxes and Royalties</b>	<p>69.1 Any element of royalty, duty or tax in the price of any goods including fuel oil, and lubricating oil, cement, timber, iron and iron goods locally procured by the Contractor for the works shall be included in the Contract rates and prices and no reimbursement or payment in that respect shall be made to the Contractor.</p> <p>69.2 The Contractor shall familiarize himself with GOO the rules and regulations with regard to customs, duties, taxes, clearing of goods and equipment, immigration and the like, and it will be necessary for him to follow the required procedures regardless of the assistance as may be provided by the Employer wherever possible.</p> <p>69.3 The Contractor shall pay and shall not be entitled to the reimbursement of cost of extracting construction materials such as sand, stone/boulder, gravel, etc. from the river beds or quarries. Such prices will be levied by the local administrative bodies as may be in force at the time. The Contractor, sub-contractor(s) employed directly by him and for whom he is responsible, will not be exempted from payment of royalties, taxes or other kinds of surcharges on these construction materials so extracted and paid for to the local administrative bodies.</p>
<b>70. Member of Government, etc, not Personally Liable</b>	70.1 No member or officer of GoO or the Employer or the Special Officer or any of their respective employees shall be in any way personally bound or liable for the act or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of act, matter or thing which are herein contained.
<b>71. Approval of Use of Explosives</b>	71.1 No explosives of any kind shall be used by the Contractor without the prior consent of the Employer in writing and the Contractor shall provide, store and handle these and all other items of every kind whatsoever required for blasting operations, all at his own expense in a manner approved in writing by the Employer.
<b>72. Compliance with Regulations for Explosives</b>	72.1 The Contractor shall comply with all relevant ordinances, instructions and regulations which the Government, or other person or persons having due authority, may issue from time to time regarding the handling, transportation, storage and use of explosives.
<b>73. Permission for Blasting</b>	73.1 The Contractor shall at all times maintain full liaison with and inform well in advance, and obtain such permission as is required from all Government authorities, public bodies and private parties whatsoever concerned or affected, or likely to be concerned or affected by blasting operation.
<b>74. Records of Explosives</b>	74.1 Before the beginning of the Defects Liability Period, the Contractor shall account to the satisfaction of the Project Manager for all explosives brought on to the Site during the execution of the Contract and the Contractor shall remove all unused explosives from the Site on completion of works when ordered by the Special Officer .
<b>75. Traffic Diversion</b>	75.1 The Contractor shall include the necessary safety procedures regarding and pedestrian traffic diversion that is needed in execution of the works. The Contractor shall include in his costing of works, any temporary works or diversion that are needed during the construction period. All traffic diversion should be designed for the safety of both the motoring public and the men at work. It shall ensure the uninterrupted flow of traffic and minimum inconvenience to the public during the period concerned. As such, adequate warning signs, flagmen and other relevant safety precautionary measures shall be provided to warn motorists and pedestrians well ahead of the intended diversion as directed by the Special Officer . All traffic devices used shall be designed in accordance with the instruction of Special Officer .

## SECTION – VIII: Special Conditions of Contract

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

### Special Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is Special Officer, DDA, K-Gumma, Malkangiri
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be: <b>180 days from agreement date.</b>
GCCs 1.1 (aa) & 4.1	The Special Officer is Gayatri Devi (BDO I/C)
GCC 1.1 (cc)	The Site is located at <b>K-Gumma, Malkangiri</b> and is defined in drawings <b>as attached in ANNEX</b>
GCC 1.1 (ff)	The Start Date shall be <b>Not later than 7 days from the issuance of work order and agreement</b>
GCC 1.1 (jj)	The Works mainly consist of <b>Civil Works,</b>
GCC 2.2	Sectional Completions are: <b>N/A</b>
GCC 2.3(i)	The following documents also form part of the Contract: As listed in the form of Contract Agreement  PMGSY and PWD Specifications
GCC 3.1	The language of the contract is ENGLISH  The law that applies to the Contract is the law of India
GCC 8.1	Schedule of other contractors: NA
GCC 13.1	The minimum insurance amounts and deductibles shall be:  The minimum insurance amounts shall be:  (a) Minimum cover for loss of or damage to the Works, Plant and Materials is 110 percent of the Contract Amount.  (b) The maximum deductible for insurance of Works, Plant, and Materials is Rs. xxx xxx)  (c) Minimum cover for personal injury or death  i. for the contractor's employees is as specified in the Labor Act of India.
GCC 14.1	Site Investigation Reports are: N/A

GCC 15	<p>Add the following:</p> <p>The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.</p> <p>The contractor shall verify the accuracy of the referenced items and/or drawings before they are used.</p>
GCC 17.1	The following shall be designed by the Contractor: <b>NA</b>
GCC 20.1	The Site Possession Date(s) shall be: <b>Within 7 days after contract Agreement</b>
GCC 25.4	The place of arbitration shall be: Bhubaneswar, <b>Odisha</b>
<b>B. Time Control</b>	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 7 (Seven) days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is xxxx</p>
<b>C. Quality Control</b>	
GCC 34.1	The Defects Liability Period is: 365 days. From the date of hand over of the Project.
GCC 37	<p>Add the following:</p> <p><i>Method of Measurement: measurement shall be made of the net actual quantity of each item of the Permanent Works, and the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.</i></p>
<b>D. Cost Control</b>	
GCC 41.1	<b>Interest rate is: 10 % per annum</b>
<b>GCC 45.1</b>	<p>The Contract <b>is not</b> subject to price adjustment, and the following information regarding coefficients <b>does not</b> apply.</p> <p>(OR)</p> <p>The contract is subject to price adjustment then the clause below shall apply:</p> <p>If during the contract, there is an increase or decrease in the cost of materials and labour as reflected by the Material Index Numbers published by the Indian labour journal for wholesale price index, a corresponding increase or decrease in the payment to the contractor or recoverable from the Contractor shall be effected on the basis of the following formulae, such calculation being done for every successive period of 3 months after the 18th month of the Contract duration:</p> <p>Adjustment for variation of material prices:</p> $V = W \times 0.80 \times 0.75 \times (M - M_0) / M_0$ <p>where:</p> <p>V = amount of variation for materials payable to/recoverable from the contractor for the period under review;</p>

	<p>W = value of the work done during the period under review minus (amount of secured advance recovered in the same period + value of works executed under variations for which the variations are paid in the new rate);</p> <p>M0 = Material Index for the month in which the tender was submitted;</p> <p>M = the average value of the above Index Number for the 3 months period under review;</p> <p>Link: <a href="http://www.eaindustry.nic.in/home.asp">http://www.eaindustry.nic.in/home.asp</a></p> <p>Adjustment for variation in labour wages:</p> $V = W \times 0.80 \times 0.25 \times (L - L_0) / L_0$ <p>V = amount of variation for Labour payable to/recoverable from the contractor for the period under review;</p> <p>W = value of the work done during the period under review minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on terms mutually agreed between the Project Engineer and the Contractor);</p> <p>L0 = Labour Index for the month in which the tender was submitted;</p> <p>L = the average value of the above Index Number for the three (3) months period under review;</p> <p>Link: <a href="http://labourbureaunew.gov.in/LBO_Press_Release.htm">http://labourbureaunew.gov.in/LBO_Press_Release.htm</a></p> <p>47.2 For the applications of the above formulae, the appropriate Index Numbers published by the Indian labour journal shall be adopted.</p> <p>47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.</p>
<b>GCC 45.7</b>	Base Price of Construction Materials applicable for price adjustment shall be as per the Table of Adjustment Data submitted by Bidder together with the Letter of Bid which is approved by the Special Officer and attached as Annex. <b>NA</b>
GCC 45.8	<b>N/A</b>
GCC 46.1	The proportion of payments retained is: {15 %} (Fifteen ) PERCENT  <b>On completion of the whole works, the Contractor may substitute retention money with a bank guarantee.</b>
GCC 47.1	The liquidated damages for the whole of the Works are 0.05 PERCENT of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 PERCENT of the final Contract Price.
GCC 48.1	<b>N/A</b>
GCC 49.1	<b>Payment may made for 80% of cost of resources (materials) after satisfactory mobilization of resources</b>



GCC 49.3	Deductions from Payment Certificates will commence in the first certificate in which the value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 50% of the advance payment on each running bill until such time as the advance payment has been settled; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract period.
GCC 50.1	<p>The performance security amount is as follow: If the bid price of the successful bidder is up to 15 (fifteen) percent less than the cost estimate, the performance security amount shall be 5 (five) percent of the bid price. If the bid price of the successful bidder is less than 15 percent of the cost estimate, the performance security amount shall be determined as follows: <b>Performance Security Amount = (0.85 x Cost Estimate –Bid Price) x 0.5 + 5% of Bid Price.</b></p> <p><b>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</b></p>
<b>E. Finishing the Contract</b>	
GCC 56.1	The date by which operating and maintenance manuals are required is: <b>N/A</b>
	The date by which “as built” drawings are required is : <b>NA</b>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or Operating and maintenance manuals is: <b>NA</b>
GCC 57.4 (h)	The maximum number of days is: 180 <b>days</b>
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <b>20 percentages.</b>
GCC 64	<p>The Special Officer has to obtain the specific approval of the Employer for taking any of the following actions :</p> <ol style="list-style-type: none"> <li>a. Approving subcontracting of any part of the works under General Conditions of Contract Clause 7;</li> <li>b. Certifying additional costs determined under General Conditions of Contract Clause 42;</li> <li>c. Determining start date under General Conditions of Contract Clause 1;</li> <li>d. Determining the extension of the intended Completion Date under General Conditions of Contract Clause 27;</li> <li>e. Issuing a Variation under General Conditions of Contract Clause 1 and 38, except in an emergency situation, as reasonably determined by the Special Officer ; emergency situation may be defined as the situation when protective measures must be taken for the safety of life or of the works or of adjoining property.</li> <li>f. Adjustment of rates under General Conditions of Contract Clause 37;</li> </ol>

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## **SECTION – IX: Contract Forms**

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.

# Letter of Intent

[on letterhead paper of the Employer]

Date: .....

To: .....name and address of the Contractor .....

Subject: ..... Issuance of letter of intent to award the contract .....

This is to notify you that, it is our intention to award the contract ..... [insert date]  
.....for execution of the ..... [insert  
name of the contract and identification number, as given in the Contract Data/SCC] to you as your  
bid price ..... [insert amount in figures and words in Indian Rupees] as  
corrected and modified in accordance with the Instructions to Bidders is hereby selected as  
substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

CC:

[Insert name and address of all other Bidders, who submitted the bid]

[Notes on Letter of Intent \_\_\_\_\_

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsive lowest evaluated bid.]

# Letter of Acceptance

[on letterhead paper of the Employer]

Date: .....

To: ..... name and address of the Contractor .....

Subject: ..... Notification of Award

This is to notify that your Bid dated .....date .....for execution of the.....name of the contract and identification number, as given in the Contract Data/SCC ..... for the Contract price of Indian Rupees [insert amount in figures and words in Indian Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days with Performance Security as specified in the SCC consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

Name and Title of Signatory: .....

## Contract Agreement

THIS AGREEMENT made the .....day of ..... between..... name of the Employer ..... (hereinafter "the Employer"), of the one part, and .....name of the Contractor .....(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as ..... name of the Contract .....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs .....[insert amount of contract price in words and figures including taxes] (hereinafter "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the Addenda Nos ..... insert addenda numbers if any .....
  - (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) Bills of Quantities (BOQ);
  - (g) the Specification;
  - (h) the Drawings;
  - (i) the Activity Schedules; and
  - (j) Table of Price Adjustment Data
  - (k).....[Specify if there are any other document]
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by .....  
for and on behalf the Contractor in the  
presence of

Witness, Name Signature, Address, Date

Signed by.....  
for and on behalf of the Employer in the  
presence of

Witness, Name, Signature, Address, Date

# Performance Security

( On letterhead paper of the 'A' class commercial Bank)

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

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

Date: .....

Performance Guarantee No.: .....

We have been informed that ... .. [insert name of the Contractor] (hereinafter called "the Contractor") has been notified by you to sign the Contract No. .. .. [insert reference number of the Contract] for the execution of ... .. [insert name of contract and brief description of Works] (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the ..... Day of ..... \*\*, and any demand for payment under it must be received by us at this office on or before that date.

.....  
Seal of Bank and Signature(s)

**Note:**

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Indian Rupees.

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

# Advance Payment Security

(On letterhead paper of the 'A' class commercial Bank)

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

Beneficiary: ...

Date:

Advance Payment Guarantee No.: ...

We                    have                    been                    informed                    that                    ...  
has entered into Contract No. ..

... Name and Address of Employer ..... name of the Contractor ... (hereinafter called "the Contractor")  
.. reference number of the Contract ... dated ..... with you, for the execution of ... . name of contract  
and brief description of Works ..... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum. name of the currency and amount in figures\*... . (... . amount in words ... .) is to be made against an advance payment guarantee.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of .....\*\*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Seal of Bank and Signature(s)

## Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

\* The Guarantor shall insert an amount representing the amount of the advance payment in Indian Rupees of the advance payment as specified in the Contract.

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

Special Officer,  
DDA K-Gumma, Malkangiri.