TENDER DOCUMENT

FOR

Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand

Estimated Cost (Rs. 5.96 Crores)

TENDER NO: WAP/NK/JHK/BALANCE/LMC/2026

NOTICE INVITING TENDER (NIT)

WAPCOS

(भारत सरकार का उपक्रम–जल शक्ति मंत्रालय)

(A Government of India Undertaking-Ministry of Jal Shakti)

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TENDER NO: WAP/NK/JHK/BALANCE/LMC/2026

DATA SHEET

This NIT is for Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand- Estimated Cost (Rs. 5.96 Crores excluding GST) (TENDER NO: WAP/NK/JHK/BALANCE/LMC/2026)

Sr. No	Item	Details
1.	Name of work	**Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand**
2.	Completion period for Construction	**03 months (excluding Kharif Period from June to October end)**
3.	Estimated Cost	**Rs. 5.96 Crores**
4.	Date of issue of Notice inviting Bid	29.07.2026
5.	Period of downloading of bidding documents	29.07.2026 to 19.08.2026 (up to 03:00 PM) Documents can be downloaded from CPP Portal from 29.07.2026 (http://www.etenders.gov.in/eprocure) and WAPCOS website (www.wapcos.co.in)
6.	Pre-Bid Conference	**Pre-Bid Conference will be held on 07.08.2026 at 3:00 PM in Hybrid Mode.** **Bidders who are interested to attend online may request the meeting link by sending an email between 05.08.2026 and 07.08.2026 (up to 2:00 PM) to the following email IDs:** **1. ata@wapcos.co.in** **2. msm@wapcos.co.in** **3. skm@wapcos.co.in**
7.	Site Visit	Site visit by the agency before submitting the bids by their own is advisable
8.	Deadline for receiving online bids	19.08.2026 (up to 03:00 PM) **Chief Engineer, North Koel Project, WAPCOS Ltd.** **76-C, Sector-18, Institutional Area, Gurugram – 122015, Haryana**
9.	Deadline for physical submission of originals as per Form-A	21.08.2026 (up to 03:00 PM) **Chief Engineer, North Koel Project, WAPCOS Ltd.** **76-C, Sector-18, Institutional Area, Gurugram – 122015, Haryana**
10.	Date & time of opening Technical Bids	21.08.2026 (03:30 PM)
11.	Place of opening Bids	**WAPCOS Ltd., 76-C, Sector-18, Institutional Area, Gurugram – 122015, Haryana**
12.	Validity of Bid	120 days from the last date of submission of the bids.
13.	Officer inviting Bids	**Chief Engineer, North Koel Project**
14.	Mode of Submission	**Technical Bid –**Technical Bid must be uploaded online. EMD, Net worth Certificate & document as per **Form-A** in original to be submitted physically, in the office of Chief Engineer, North Koel Project, WAPCOS Ltd.,76- C, Sector-18, Institutional Area, Gurugram- 122015, Haryana.

		Financial Bid – Financial Bid has to be submitted online only. **EMD – EMD of total amount of Rs. 11,92,000/- (Refundable)** to be deposited in shape of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) in favour of WAPCOS limited from a Nationalized / Scheduled Commercial Bank payable at Gurugram/Delhi. **Note - The Bid Security submitted by the bidder shall remain valid for a period of 45 (forty-five) days beyond final bid validity period.**
15.	Award of Work	**Bidder shall have to meet the qualifying criteria as mentioned below for award of work:** 1. The Bidder should have a Net worth Certificate of at least **Rs. 60 Lacs.** The Net worth certificates must be certified by the statutory auditor of the firm/company. The certificate must carry the UDIN (Unique Document Identification Number). 2. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year. Audited Profit & Loss Statement for Last 5 (Five) years ending on the financial year 2024-25 are to be enclosed. Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). 3. The contractor should have minimum average annual financial turnover of **Rs. 1.79 Cr.** from construction works during immediate last three (3) consecutive financial years. The bidder shall furnish a certified copy of audited financial statements in support of the claim. 4. The contractor should also have successfully completed during last Seven (7) years ending previous day of last date of submission of tenders of minimum values specified herein below: **Three (3) similar completed works of order value each not less than Rs. 2.38 Cr.** **Or** **Two (2) similar completed works of order value each not less than Rs. 2.98 Cr.** **Or** **One (1) similar completed work of order value not less than Rs. 4.77 Cr.**

		Here "Similar work" refers to Construction of Irrigation projects (including Earthwork, CC Lining of Canals and Canal Structures such as CD Work, Bridges, Regulators, Falls, etc.) for any Central Govt. /State Govt. /PSU or any Govt. Authority. **(Completion Certificate of Executed works need to be enclosed along with work order/agreement as proof of completion)**
16.	Incentives/ Bonus for Early Completion	**1% percent of the contract value per month subject to a maximum of (05%) five percent of contract value**
17.	Other Documents must be submitted along with the Bid	**A. Proposed Work-schedule** **B. Machinery/ Equipment List**
18.	Joint Venture (JV)/Consortium	**Not Allowed**

Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

The Chief Engineer, North Koel Project, through the Head of Procurement of the Procuring Entity, in the Procuring Organisation (hereinafter referred to as 'the Authority', 'the Head of Procurement', 'the Procuring Entity' and 'the Procuring Organisation' respectively), invites proposals (hereinafter referred as the 'bid(s)') for entering into a contract for the **"Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"** (hereinafter referred to as 'the Work'). This Tender Document, reference number, **2** (hereinafter referred to as 'the Tender Document'), gives further details.

2. The Tender Document

2.1. Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2. Availability of the Tender Document

The Tender Document shall be published on the CPP Portal and WAPCOS Websites. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in TIS).

2.3. Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). Bidder unless otherwise stipulated in TIS/ AITB:

1) must be:

    (a) shall be an Indian organization/entity,

(b) unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

(c) a provider of the "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand" offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, as applicable to the subject Work.

2) must:

(a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.

(b) (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract):

i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or

ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)

- of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
- of the near relations of executives of Procuring Entity involved in this Tender Process

(c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.

4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

5) of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.

6) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; etc.).

5. Pre-bid Conference:

Pre-Bid Conference will be held on 07.08.2026 at 3:00 PM in Hybrid Mode.

Bidders who are interested to attend online may request the meeting link by sending an email between 05.08.2026 and 07.08.2026 (up to 2:00 PM) to the following email IDs:

1. ata@wapcos.co.in
2. msm@wapcos.co.in
3. skm@wapcos.co.in

6. Submission of Bids:

1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
2) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) the scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the **Physical bid submission deadline** at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals (as per Form-A), it shall stand extended to the next working day at the same time and venue.
3) **No manual Bids shall** be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
4) As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form 7: Documents Relating to Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scanned copy of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.
5) **Integrity Pact:** If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

7. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Work; or
d) issue another tender for identical or similar Work

Note: For further details, please refer to appended TIS and the complete Tender Document.

To be signed by

Chief Engineer, North Koel Project
WAPCOS Ltd.

Appendix to NIT: Tender Information Summary

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026;

Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

(Ref ITB-clause 1.4)

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	**Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"**		
Tender Number	**WAP/NK/JHK/BALANCE/LMC/2026**		
Tender Type	**Open Tender – Domestic**	Form of Contract	**PERCENTAGE RATE**
Tender Category	**Works**		
Bidding System	**Two Stages (Technical and Financial Bid)** **The Financial bid of the technically qualified tenderers shall only be opened.** **Telex, Telegraphic or e-mail tenders will not be entertained**		
The Procuring Organisation:		**WAPCOS Limited**	
Tender Inviting Authority (TIA)	**Chief Engineer, North Koel Project**	Address	**WAPCOS Ltd., 76-C, Sector-18, Institutional Area, Gurugram- 122015, Haryana**
2.0 Requirement Details (ITB 5.0)			
Contract Period:	**03 months (excluding Kharif Period from June to October end)**	State:	**Jharkhand**
Work Details:	**Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand**		
3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)			
Published Date	**29.07.2026**	Bid Validity (Days from the date of Bid Opening) – ITB-clause 9.3	**120 days from the last date of submission of the bids.**

Document Download Start Date & Time	**29.07.2026**	Document Download End Date & Time	**29.07.2026**
Clarification Start Date & Time	**29.07.2026**	Clarification End Date & Time	**7 days before the bid submission deadline**
Bid Submission Start Date & Time	**29.07.2026 after 5 PM**	Bid Submission Closing Date & Time (Online)	**19.08.2026 up to 3 PM**
Deadline for Submission of Original Documents Physically as per Form-A			**21.08.2026 up to 3 PM**
Bid Opening (techno-commercial bid) Date & Time	**21.08.2026 after 3:30 PM**	Bid Opening (Financial bid) Date & Time	**To be intimated later to Technically qualified bidder(s)**

4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)	
Nature of Bidders eligible	**Individual/ Firms**
Minimum local content for eligibility to participate ITB-clause 4.1.4 (Make in India Policy)	**50%**
Classes of Local Suppliers eligible to participate ITB-clause 4.1.4 (Make in India Policy)	**Only Class-I and Class-II local Suppliers eligible**
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1.4	
Classification of Local Suppliers based on Minimum local content (ITB-clause 4.1.1)	**Class-I Local Suppliers: 50%** **Class -II Local Supplier: more than 20% but less than 50%**
Would the contract be split among more than one bidder (ITB-clause 4.1.5)	**No**
6.0 Obtaining the Tender Document and clarifications (ITB 7.0)	
eProcurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app
Cost of Tender Document (INR)	**Nil**

Office/ Contact Person/ email for clarifications	**Chief Engineer, North Koel Project, 76-C, Sector-18, Institutional Area, Gurugram-122015, Haryana E-mail ID - ata@wapcos.co.in**

7.0 Queries/Clarifications (ITB-clause 8)	
Place, time, and date before which Written queries to be received	**Place - WAPCOS Ltd., 76-C, Sector-18, Institutional Area, Gurgaon- 122015, Haryana** **E-mail ID - ata@wapcos.co.in**

8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)	
Bids to be Addressed to	**Chief Engineer, North Koel Project, WAPCOS Ltd., 76-C, Sector-18, Institutional Area, Gurugram- 122015, Haryana**
Instructions for Online bid Submission	*[https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page]*

9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)	
Physical documents required/ permitted to be submitted	**Yes**
If Yes, List of Documents to be submitted physically	**Attached as Form-A**
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	**21.08.2026 up to 3 PM**
Address of Physical Submission of Originals	**Chief Engineer, North Koel Project,** **WAPCOS Ltd.** **76-C, Sector-18,** **Institutional Area,** **Gurugram – 122015,** **Haryana**

10.0 Documents relating to Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.2.4)
In lieu of Bid Security Bid Securing Declaration is to be submitted by all bidders as per Form 7

Performance Security	**Three Percent (3%) of the accepted Contract Value in any of the following forms;** Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt from any Commercial Bank in India/ Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) issued by a Nationalized/ commercial bank in India, in favour of WAPCOS Limited payable at Delhi/Gurugram	Form of Security and To whom to be addressed	**Chief Engineer, North Koel Project, WAPCOS Ltd., 76-C, Sector – 18, Institutional Area, Gurugram – 122015, Haryana**
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with bid			**Yes**
Price Variation (ITB-clause 6.2.2)	**As per SCC**	**Advance Payments Provided**	**As per SCC**

SCOPE OF WORK

CONDITIONS OF PARTICULAR APPLICATION

1) The instructions to the Bidders for submission of Tender are enclosed. This Tender is being invited by WAPCOS Limited on behalf of Ministry of Jal Shakti (MoJS) and WRD, Govt. of Jharkhand for executing a part of the work for the subject job as per enclosed Scope of Work**.**

2) All terms & conditions namely General Conditions of Contract, Special Conditions of Contract, Technical Specification, Corrigendum/Amendments/Clarification, if any incorporated with this bidding document applicable to WAPCOS Limited shall also be binding and construe as part of this tender document unless amended/altered or clarified specifically here-in and such additional stipulation/clarification shall have an overriding effect over Scope of work, General Conditions of Contract, Special Conditions of Contract, Technical Specification, Corrigendum/ Amendments/ Clarification etc.

SCOPE OF WORK

1.1 BACKGROUND

The North Koel Project was conceived in late 60's by Irrigation Department Government of Bihar and the administrative approval was accorded in the year 1970. The construction of the project was taken up in 1973-74. The main components of the project are:

- A 67.86 m high and 343m long concrete dam near village Kutku (Mandal) in Barwadih Block of Latehar District in Jharkhand on river North Koel. A tributary of river Sone to store 1.16 Lakh ha.m. (1160 MCM) of water.
- A 819.60m long barrage at Mohammadganj 97 Km downstream of the dam in Garhwa district in Jharkhand.
- Two canals originate from left and right banks of Mohammadganj barrage with distribution system for irrigating land in old Palamau and Garhwa districts of Jharkhand and Aurangabad and Gaya district of Bihar.
- After bifurcation of Bihar in November 2000 the head works i.e. dam and power house now lies in Jharkhand. Also the entire length 11.89 Km of left bank canal with a capacity of 1.64 cumec which is irrigating area in Garhwa district in Jharkhand which off takes from barrage. However the right canal named as North Koel Main canal which off takes from Mohammadganj Barrage located 96 Km downstream of dam having a total length of 109.09 Km with a capacity of 84.15 cumecs at head and 6.58cumecs in the tail reach. Out of the 109.09 Km, a length of 31.40 Km falls in the Administrative Jurisdiction of Jharkhand with an irrigation potential of 12470 Ha and remaining 77.69 km falls in Bihar with a total irrigation potential of 111521 Ha.
- The canal was initially lined with concrete block having a bed width of 6.1 m at head and 0.305m in tail reach and with a depth of 4.115m at head and 1.98m at tail.

1.2 Brief Description of works under Scope of the Contract for the work "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

The Scope of work for the contractor under this contract shall conduct all relevant Survey, Geo-investigations and Design of the all works and provide, install, erect/ commission, operate and maintain all the working facilities including shipment and mobilization of material, equipment, machinery, personnel and labour, required for the execution of the Works, such as but not necessarily limited to the following within the specified time schedule:

Scope of Work of the Project is as under;

1. Fixing of Distance marks and boundary pillars as per approved design and drawings approved.
2. Preparation of borrow areas, embankments by removing grass and jungle, bushes, etc. including cleaning of work front wherever required.
3. Dismantling, removal and stacking of old tiles wherever required.
4. Earth work for restoration and completion of Balance Works of LMC approximate 2.8 km in length.
5. Providing CNS layer and Sand Layer as per IS Code, Design and Drawings wherever applicable including all lift and lead.
6. Providing under drainage arrangement with porous concrete sleepers and wrapping with Geo- Synthetic Filter and GI/Steel Pipes and LDPE film.
7. Concrete lining in bed and slopes in balance length of LMC as per design mix and with pavers.
8. Renovation / rehabilitation of existing Structures.
9. Construction of Syphon at Ch 0.300 km of LMC, Construction of a drain approximately 100 m in Length and a barrel structure.
10. Catch water drains along LMC wherever required.
11. Construction of 21 Nos. of Outlets.
12. Toe drain along the embankment of the canal in filling portion wherever required.
13. Fixing Distance Marks and Boundary Pillars along both side of LMC.
14. Jungle Clearance etc.
15. Any other related work as per tender drawings/BOQ and instruction by Employer.

1.3 CONTRACTOR'S OBLIGATIONS

The Contractor is also required to followthe guidelines as advised by Ministry of Tribal Affairs, Government of India;

a) Small contracts up to Rs. 30 Lacs should be reserved for PAFs. Registration as Contractor may not be insisted upon.
b) Vehicles to be hired from PAFs and the hiring rates should be at least 25% higher than those fixed by the DC for the area.
c) All PAFs should be allowed free of cost lifting of spare utilizable debris and other material.
d) Scrap disposal from the Project – In the construction phase as also in the operation phase, allow/reserve theauction only for PAFs.

e) Foreshore Cultivation should be allowed to PAFs exclusively without any charge, provided it is safe for them.

f) Preventive measures as well as remedial measures must be taken at project costs for water charging induced slope destabilization – i.e. land sinking, slope failure around reservoir. Contracts for all such works to be assigned to PAFs.

g) Present and future need of drinking water for the PAFs to be met even if tapping is required from the proposed reservoir. It must be treated as a matter of their right.

h) Following arrangements should be made to ensure health facilities to PAFs:
   - Periodic free of cost health check-up.
   - Project staff and labour to undergo periodic health check- up to prevent spread of any possiblecommunicable diseases.
   - Arrangements for running mobile health facilities with qualified personnel and necessary equipment should be made, until health infrastructure improves.
   - Frequency and places (with timings) must be decided in consultation with PAFs or their Gram Sabha and displayed prominently at appropriate places.

i) Training in life saving skills – since reservoir would be a new geomorphological feature in the local habitat, mostof the villagers and children need to learn swimming lessons. Further, it will help in boating and recreation related activities, besides in fishing (new proposed occupation/supplement to livelihood). Assistance in acquiring boats with lifeguards should be provided.

j) Access to project communication facilities may be extended to PAFs in emergency and in the case of dire need

k) PAFs must be part of disaster preparedness and requisite training must be given to them in this regard

l) If downstream releases are to be regulated as per grid requirements, the natural flow and patterns will be altered. Hence, prior to releasing water from dam/barrage, adequate and effective warning system has to be put into place so that local communities and visitors may be made aware to avert (Larji HEP type – June 2014, Kullu, HP) tragedies

m) Notwithstanding the Employer has provided certain information, the scope of work shall include obtaining necessary approvals during Construction Stage which are required for the completion of the project. The bidder shall be responsible right through the entire duration of the Project for execution of all works from the conception till commissioning and handing over of the Project complete with all respects ready to use and shall remove all defects, if any, developed during Defects Liability Period (DLP).

n) The Bidder shall visit the site and collect the relevant information he may require before submission of bid and quote the rate after taking into account all the site conditions into consideration i.e. availability of material, hydrological and geological condition, position of water tables and other law

& order conditions as nothing will be paid extra on any ground.

o) The responsibility of the Bidder shall include carrying out all the activities for the completion of the Project which generally shall include the following but not limited to any additional activities incidental to these:-

- The contactor should verify himself the land for disposal before bidding. As per site conditions the disposal of earth can be made as per specifications duly dressed on the existing spoil banks.
- The contractor shall comply with all the Environmental norms during the construction period.
- The canal is in existence; presently no forest clearance is required. However the contractor should inspect the site before bidding.
- The land is already under possession of the department and the canal is already in existence. However any land required out of the canal boundary for the storage of material, machinery, site establishment, diversion etc. has to be arranged by the contractor at his own cost.
- The Borrow area for the use of borrow materials for construction i.e. location, area, classification of materials is to be identified by the contractor and shall provide its testing reports before use as construction material. In case the lead is more than provided in the BOQ nothing will be paid extra. However if the lead is less than the BOQ, then a proportionate rate will be deducted.
- The contactor should verify himself that all statutory clearance are already completed before bidding.
- The Contractor shall be responsible for providing plant, equipment, materials and labour for the provision of all necessary Permanent/Temporary Works, site installations and services required for the realization of the Works under this Contract.
- The Contractor shall design, furnish, set-up, maintain and operate at the Site all Permanent/Temporary Works, site installations and Contractor's Equipment for his own use, or required by the Contractor, including camps, workshops, warehouses, storage and assembly areas, all machinery, vehicles, scaffolding, equipment, water and power supply, etc.
- Permanent/Temporary Works and services provided and operated by a Contractor for his own use as well as for that of the Employer shall conform to the applicable Indian laws, regulations, standards, codes and sanitary requirements stipulated for such purpose. In addition, they shall comply fully with all Indian laws and regulations relating with environmental protection, mitigating measures for reducing environmental impacts and remedial works on completion of the Works.
- Permanent/Temporary Works and services may be subject to inspection by the Employer.
- Contractor shall be responsible for carrying out work with all required preventive measures and safety of any adjoining/ new structure to avoid

misshapen/ accident. If required then sheet piles are to be utilized as well as a safety measure during execution and no additional payments shall be made to contractor in this respect.

- Contractor shall be responsible to carry out all the dewatering works without any additional cost to the project wherever required to execute the work in respect of approved design & drawings.
- All plants, camp facilities, installations and services provided by a Contractor for his own use as well as for that of the Employer's wherever applicable shall at all times remain his property, except when otherwise specified hereinafter. Should, after the Completion of Contract, the Contractor will transfer the developed amenities to Employer after operation and maintenance in a good working condition.
- Handing over of the Infrastructures in good working condition with all relevant documents such as as-built drawings, physical & operational condition of the assets, Project Completion Report, O&M manual, periodical reports along with soft copy to employer.
- The Permanent/ Temporary site roads which a Contractor shall construct, and maintain required for the various working areas, camps, and facilities and other Permanent/ Temporary works.
- Any other facility and / or Infrastructures that may be required by the Contractor or Employer shall be proposed by the Contractor along with detailed design / drawings for the approval of Employer. All infrastructures existing prior to the award of work or constructed by the Contractor shall be properly maintained in a good condition and may be upgraded as per the requirements of Employer.
- Within 14 days from the date of issue of the Letter of Acceptance, the Contractor shall submit to the Employer updated layout drawings showing, at adequate scale, the locations and arrangement of all his Permanent/Temporary Works and facilities. These drawings shall be consistent with the plan submitted by the Contractor with his Tender, as well as, with any amendments and additions subsequently agreed to by the Employer and the Contractor; and shall include:
    a) Camps for Contractor's employees,
    b) Water Supply, Sewerage, Sewage treatment and disposal, power supply and illumination, telephone service, etc.
    c) Permanent/Temporary road works, including public road diversions.

p) The Contractor shall forthwith comply with and duly execute any work comprised in such instructions issued by WAPCOS Limited, provided that any verbal instructions, directions, or explanations given to the Contractor or his representative at the site by WAPCOS Limited, which involve a variation, shall be confirmed in writing to the Contractor within seven days. No work for which rates are not specifically mentioned in the priced schedule of quantities shall be undertaken without the written permission of WAPCOS Limited.

Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1. Basic Tender Details

This 'Tender Document' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Work (hereinafter called 'the Work') mentioned in Section VI: "Schedule of Requirements". Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference. The 'Work' may include incidental Work if so indicated. In this Tender Document, any generic reference to 'Work' shall be deemed to include such incidental Work.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), Document conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

1.3. Overview of Contents

1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the e-Procurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. The sections mentioned in ITB-clause1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his bid Form (Form 1) that he has read, understood, complied, and stands bound by all requirements of these sections:

1.4. Sections of the Tender Document (need not be signed or uploaded)

1.4.1 Sections of the Tender Document (need not be signed or uploaded)

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
2) Section II: Instructions to Bidders (ITB)
3) Section III: Appendix to Instructions to Bidders (AITB)
4) Section IV: General Conditions of Contract (GCC)
5) Section V: Special Conditions of Contract (SCC)
6) Section VI: Schedule of Requirements
    a) Section VI-1: Activities Schedule
7) Section VII: Performance Standards and Quality Assurance
    a) Section VII-1: Method Statement: NA
    b) Section VII-2: Work Plan
    c) Section VII-3: Critical Material Schedule

8) Section VIII: Qualification Criteria

1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.3 Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from terms and conditions in this and other Schedules.

1.4.5 Section VI: Schedule of Requirements and Section VI-1: Work Schedule

Section VI: Schedule of Requirements and Section VI-1: Service and Activities Schedule describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, quantum, timelines of Work required etc. The requirements may consist of more than one schedule. Each schedule may contain more than one Service. Bidders must fill up 'Form 2: Schedule of Requirements - Compliance' and its sub-forms regarding these Schedules.

1.4.6 Section VII: Performance Standards and Quality Assurance

1) Section VII – Performance Standards and Quality Assurance stipulates the quantitative/ qualitative parameters/ limits/ thresholds for Performance standards/ Service Levels and functional/ technical specifications to which the service must be performed. It shall stipulate procedures for measurement, reporting and monitoring of performance parameters, including institutional arrangements for this purpose. It shall also stipulate the procedure for resolution and escalation in case of deficiency in performance/ quality/ service levels. In the case of long-term and complex Work, it may stipulate a Service-Level Agreement (SLA) agreement which must be complied with during delivery of Work. Performance Standards shall also include statutory

compliance required for Occupational Safety, Health and Working Conditions requirements during delivery of Work.

2) Procuring Entity may, if considered necessary, Section VII-1: Work Plan and Section VII-2: Critical Material Schedule required for the performance of Work to desired quality and standards. Otherwise, these may be left to be quoted by the Bidder.
3) Bidders must fill up the following Forms regarding this Schedule:

    a) Form 3: Performance Standards and Quality Assurance - Compliance
    b) Form 3.2: Work-Plan

1.4.7 Section VIII: Qualification Criteria; Section VIII-1: Key Personnel Details and Section VIII-2: Equipment List:

1) These Sections lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. It may indicate the extent of dispensation allowed under Make in India -JVs under ITB 4.1.7-2. Unless otherwise stipulated in Section VII: Qualification Criteria, the Qualification Criteria shall include:

    a) Criteria 1: Experience and Past Performance

        i) Similar Experience
        ii) Non-performing Contracts and Litigation

    b) Criteria 2: Performance Capability
        i) Key Personnel
        ii) Equipment

    c) Criteria 3: Financial Capability
        i) Financial Ratios
        ii) Turnover
        iii) Financial Liquidity

2) Bidders must fill up the following Forms regarding this Schedule. Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.

    a) Form 4: Qualification Criteria - Compliance
    b) Form 4.1: Performance Statement.
    c) Form 4.2: Non-performance, Litigation Statement
    d) Form 4.3: Financial Capability Statements

3) Following Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.

    a) Form 3.3: Personnel Deployment Plan
    b) Form 3.4: Equipment Deployment Plan

1.5. Forms (To be filled, digitally signed, and uploaded by Bidders)

Please refer to ITB-clause 1.4 above to relate the following forms to the corresponding Sections.

1) Form 1: bid Form – (To serve as a covering letter to both the Techno-commercial and Financial Bids)
    a) Form 1.1: Bidder Information
    b) Form 1.2: Eligibility Declarations
2) Form 2: Schedule of Requirements - Compliance
3) Form 3: Performance Standards and Quality Assurance - Compliance
    a) Form 3.2: Work-Plan
4) Form 4: Qualification Criteria - Compliance
    a) Form 4.1: Performance Statement
    c) Form 4.2: Non-performance, Litigation Statement
    d) Form 4.3 Financial Capability Statements
5) Form 5: Terms and Conditions - Compliance
6) Form 6: Checklist for the Bidders
7) Form 7: Documents Relating to Bid Security
8) BOQ Excel Sheet (To be downloaded from the Portal).
9) Form 8: Integrity Pact

1.6. Other Formats

1) Format 1: Contract Form (Required after Letter of Award)
    a) Format 1.1: Description of Work
        i) Format 1.1.1: Personnel Details
        ii) Format 1.1.2: Equipment List
    b) Vol-IV: Price Schedule
    c) Format 1.3: Bank Guarantee Format for Performance Security
    d) Format 1.4: Certification by Prospective Arbitrators
2) Format 2: Authorization for Attending Pre-bid Conference. (To be filled up, if required, by Bidder)

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Bids are to be addressed to the Chief Engineer, North Koel Project. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, counterpart Engineer-in-Charge (or Contract Management Team); interim/ ultimate Beneficiaries of Work and paying authority who shall discharge designated function during contract execution.

2.2. Right to Intellectual Property and confidentiality:

1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

    a) now or hereafter is or enters the public domain through no fault of Bidder;
    b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
    c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4 Regarding Tender Document:

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some

of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders – Eligibility and Preferential Policies

3.1. Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

3.1.1 Sub-Contractors

Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub-contract a part of the contract for specialised items of Work, provided that the names and details of the sub-contracts are clearly stated in the bid submitted by Bidder and provided further that such sub-contractor should not circumvent the eligibility condition laid down below. Procurement of material, hire of equipment or engagement of labour shall not be considered as sub-contracting. Despite any approval granted by the Procuring Entity for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of Work must not exceed the per cent of the contract price as specified in the Tender Document/ Contract (if not so specified 25 (twenty-five) percent). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract.

3.2. Eligibility Criteria for Participation in this Tender

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

3.3. Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1) Any bidder (as defined in GCC-clause 1.2) from a country that shares a land border with India[1], excluding countries as listed on the website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered[3] with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.
2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
3) If Bidder has proposed to sub-contract Work or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
4) "Bidder from such Restricted Countries" means: -

    a) An entity incorporated, established, or registered in such a country; or
    b) A subsidiary of an entity incorporated, established, or registered in such a country; or
    c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
    d) An entity whose beneficial owner is situated in such a country; or
    e) An Indian (or other) agent of such an entity; or
    f) A natural person who is a citizen of such a country; or
    g) A consortium/ joint venture where any member falls under any of the above

5) The beneficial owner shall mean:

a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.
   Explanation-
    i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
    ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;

b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.

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[1] https://mea.gov.in/india-and-neighbours.htm

[2] http://meadashboard.gov.in/indicators/92

[3] https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf

c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3.4. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
6) would be providing goods, works, or non-consulting Work resulting from or directly related to consulting Work that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
7) has a close business or family relationship with a staff of the Procuring Organization who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be

involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5. Regulation of Indian Agents/ Associates of Foreign Principals

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations:

1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorising them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
3) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
2) Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
3) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ AITB

4.1. Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and Work in India shall apply to this procurement, as detailed below.

4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
2) 'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20%if not prescribed, but less than that applicable for Class-I local Supplier.
3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.1.3 Eligibility to participate

1) **Minimum local content for eligibility to participate**: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

4.1.4 Thresholds

1) Following thresholds shall be declared in the Tender Document.
   a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
   b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
   c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.

2) If not so declared, the default threshold shall be as follows:
   (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
   (b) Minimum local content for eligibility to participate shall be 50%,
   (c) The margin of purchase preference shall be 20%

4.1.5 Purchase preference to Class-I local Suppliers

1) Where the Work are divisible by nature:

a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

2) Where the Work are not divisible, and in the procurement of Work where the bid is evaluated on price alone:

a) Among all qualified bids, the lowest bid shall be termed as L-1. If L 1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the ‘Class-I local Supplier’ shall get purchase preference over ‘Class-Il local Supplier’ as well as ‘Non-local Supplier’, as per following procedure:

a) If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers’.

b) In Bids, other than those mentioned above, ‘Class II local Suppliers’ or both ‘Class II local Suppliers’ and 'Nonlocal Suppliers’ may also participate in the tender process along with 'Class I Local Suppliers’. If ‘Class I Local Suppliers’ qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class Local Suppliers’ do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the ‘Class I local Supplier' over ‘Class II local Suppliers’/ 'Non-local Suppliers’ provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the ‘Class I Local Suppliers’ taken in totality are considered for award of contract for at least 50% of the

tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

4.1.6 Verification of local content and violations:

1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.
2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenisation

1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

4.1.8 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.

3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

5. The Schedule of Requirements and Form of Contract

5.1. Eligible Work – Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Work' and incidental 'Work' to be delivered under the contract must conform to i) restrictions on certain countries with land-borders with India; ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class-I Local Supplier, the Work delivered must not circumvent the provisions relating to such benefits.

5.2. Contract Period

Unless otherwise stipulated, the contract Period for which the Service shall be contracted shall be (03 months excluding Kharif Period from June to October End), unless terminated earlier as per the contract. In addition, at the option of the Procuring Entity, the contract period may be extended. Notice of renewal shall be provided by physical/ digital means.

5.3. Form of Contract

5.3.1 Form of BOQ/ Contract

Unless otherwise stipulated, the Form of BOQ/ Contract shall be Time-Based (Input admeasurement - a sum of the price of Inputs per month). Otherwise, if it is stipulated in TIS/ AITB, one of the following forms of BOQ/ Contract shall be applicable. The evaluation of bids and payments in the resulting Contract shall be as per such BOQ:

1) Percentage- Based (of the value of Transactions)

5.3.2 Percentage-Based (of Value of Transactions) form of BOQ/ Contract

If it is stipulated in TIS/ AITB that this is a Percentage of Value of Transactions form of BOQ/ Contract, then:

1) Section VI: Schedule of Requirement shall indicate the estimated value of required transactions as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. However, there shall be no firm commitment to avail the entire value of transactions within the contract period.
2) The Bidders shall quote a percentage as service charge on the value of transactions.
3) The evaluation shall be done for the percentage quoted multiplied by the specified value of transactions.
4) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) may also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Work.

6. Bid Prices, Taxes and Duties

6.1. Prices

6.1.1 Competitive and Independent Prices

a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

   i) those prices; or
   ii) the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

1) **Controlled Price, if any:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Work, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.
2) Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
2) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil" Service charge/ margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

6.1.4 Price Schedule

1) Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Work to be delivered and the incidental goods/

works to be supplied, location of the bidder, site(s) of the delivery of Work, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Private Security Agencies, Mining & Forest of the bidder's country and in India.

6.1.5 Provisions of GST

1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
2) While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.
3) Please refer to ITB-Clause 6.3 for further details.

6.1.6 Currencies of Bid and Payment

1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
2) Where the Tender Document permits quotations in different currencies, then, for Work performed in India, prices shall be quoted in Indian rupees only, and for Work performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per procedure mentioned in ITB-clause 12.4.2 below.

    a) Regarding price(s) for incidental works/ goods, if any required with the Work, the same shall be quoted in Indian Rupees if such works/ goods are to be performed in or sourced from India.
    b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2. Firm/ Variable Price

6.2.1 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause:

1) In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.
2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.3. Goods and Services Tax (GST)

6.3.1 GST Registration Status:

1) All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Work involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the Work provided are from multiple states, the bidder should mention GST registration numbers for each state separately.
3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.
5) The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements.

6.3.2 HSN Code and GST Rate:

1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Work being offered by them
2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in ‘%' inclusive of cess.
4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

5) **Applicability to Imported Goods/ Work:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or Work or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

6.4. Payments

6.4.1 General

Unless otherwise stipulated, the usual payment term is 100% on acceptance of Work at 'the Site' by the Procuring Entity and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

7. Downloading the Tender Document; Corrigendum and Clarifications

7.1. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

7.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.4.1 below.

7.3. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that

may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

8. Pre-bid Conference

Pre-Bid Conference will be held on 07.08.2026 at 3:00 PM in Hybrid Mode.

Bidders who are interested to attend online may request the meeting link by sending an email between 05.08.2026 and 07.08.2026 (up to 2:00 PM) to the following email IDs:

1. ata@wapcos.co.in
2. msm@wapcos.co.in
3. skm@wapcos.co.in

9. Preparation of Bids

9.1. The bid

9.1.1 Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

9.1.6 Alternate Bids not allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

9.1.7 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the Technical bid*:

1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 9.4.
2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
    a) Form 1.1: Bidder Information;
    a) Form 1.2: Eligibility Declarations;
3) Form 4: Qualification Criteria - Compliance: Documentary evidence and following related forms needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.
    a) Form 4.1: Performance Statement
    b) Form 4.2: Non-performance, Litigation Statement
    c) Form 4.3: Financial Capability Statements (and its sub-forms)
4) Form 2: Schedule of Requirements - Compliance. Bidders should fill this form to detail the Schedules of Work offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.
5) Form 3: Performance Standards and Quality Assurance - Compliance.

Bidder shall upload the required and relevant documents like technical data, literature, drawings, and other documents to establish that the Work offered in the bid fully conform to the Work specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all Performance Standards, Quality Assurance and Work Plan parameters. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

a) Form 3.2: Work-Plan
b) Form 3.3: Personnel Details
c) Form 3.4: Equipment List

6) Form 5: Terms and Conditions - Compliance. Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.
7) Form 6- Checklist for the Bidders: Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
8) If stipulated in TIS/ AITB, duly signed Form 8: Integrity Pact
9) Any other format/ Form if stipulated in AITB or if considered relevant by the bidder

9.1.8 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the financial bid.

9.2. Bid Validity

1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 120 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
2) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended upto the next working day.
3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

9.3. Bid Security - Related Documents

1) In lieu of Bid Security, all Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
   (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
   (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
      i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
      ii) fails or refuses to sign the contract.
3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
   (a) receipt by Bidder of the Procuring Entity's notification
      i) of cancellation of the entire tender process or rejection of all bids or
      ii) of the name of the successful bidder or
   (b) forty-five days after the expiration of the bid validity or any extension thereof
4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9.4. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10. Signing and Uploading of Bids

10.1. Relationship between Bidder and e-Procurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the

Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

10.2. Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

10.3. Submission/ uploading of Bids.

10.3.1 Submission/ Uploading to the Portal

1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.
2) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.
3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
4) Bidder need not sign or up-load the Schedules in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
11) The Procuring Entity may extend the deadline for the bid submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

10.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in e-Procurement, a situation of Late Tender does not arise.

10.4. Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

10.4.2 Withdrawal

1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing

Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanour.

11. Bid Opening

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1. General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

1) During the evaluation of Bids, the following definitions apply:
   a) "Deviation" is a departure from the requirements specified in the Tender Document;
   b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
   c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
   a) which affects in any substantive way the scope, quality, or performance standards of the Work;
   b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
   c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
3) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
4) Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Work stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
5) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per ITB-clause 12.1.3 below, on such 'minor' issues to Bidder by registered/

speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a Bidder regarding its Bid that is not in response to a request by the Purchasing Entity shall not be considered.
2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Bid Opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

12.1.4 Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2. Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.

2) Required Bid Security Declaration (Form 7) has not been provided.
3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
4) The Work offered are not eligible as per the provision of this tender.
5) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
6) The bid validity is shorter than the required period.
7) The bid departs from the essential requirements stipulated in the bidding document;
8) Bidder has not quoted all Schedules or against a schedule in Section VI: Schedule of Requirement or has not quoted the entire Work as stipulated in that schedule.
9) Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

12.3. Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Work to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

12.3.1 Evaluation of eligibility

Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 and NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

12.3.2 Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation if any, for, as per ITB-clause 4.3.2) as per submission in Form 4 and its sub-forms (4.1 to 4.3). This determination shall, inter-alia, consider the Bidder's Experience/ Past Performance, Performance and Financial Capabilities; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

12.3.3 Evaluation of Conformity to Performance Standards and Quality Assurance

The Procuring Entity shall examine the Performance Standards and Quality Assurance; Input Deployment Plans and Work Plan, as per Form 3, 3.2, 3.3 and 3.4.

12.3.4 Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause 3), Contractor's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 10.7), Taxes & Duties (GCC Clause 11.2), Defects Liability Period (GCC Clause 11.7) and Code of Integrity (GCC Clause 14) will be deemed to be a material deviation.

12.3.5 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.

12.4. Evaluation of Financial Bids and Ranking of Bids

12.4.1 Ranking of Financial Bids

1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.
3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;
4) If any bidder offers conditional discounts/ rebates in his bid or suo-moto discounts and rebates after the Bid Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
5) Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions;
6) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

7) evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:
   a) in the case of Work performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Work and incidental Goods, if a contract is awarded on the bidder;
8) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.
9) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.4.2 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Work.

12.4.3 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

12.4.4 Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Work and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post e-Reverse Auction process.

13. Award of Contract

13.1. The Procuring Entity's Rights

13.1.1 Right to Vary Quantities at the Time of Award:

At the time of contract award, the Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantum of Work originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed 25

(twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document),.

13.1.2 Parallel Contracts or Splitting of Award

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
2) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the Work, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth delivery of Work as per requirements.

13.2. Letter of Award (Acceptance - LoA) and Signing of Contract

13.2.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

13.2.3 Letter of Award (LoA)

1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called

the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Work. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

13.2.4 Performance Security

1) Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the contractor to the Procuring Entity.
2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
3) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. The Procuring Entity on being satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

13.2.5 Signing of Contract

1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.
3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

13.2.6 Expiry of bid declaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, in terms of ITB-clause 9.4 above. The bid-Securing

Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

13.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

14. Grievance Redressal/ Complaint Procedure

1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
    a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
    b) Only a directly affected bidder can represent in this regard.
        i) In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
        ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
    c) Following decisions of the Procuring Entity shall not be subject to review:
        i) Determination of the need for procurement.
        ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition
        iii) Selection of the mode of procurement or bidding system;
        iv) Choice of the selection procedure.
        v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
        vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
        vii) The decision to enter into negotiations with the L-1 bidder; and
        Viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Work.

15. Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other

misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 14 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutandis during the pre-award tender process

16. The Contractor

16.1.1 The Contractor's general responsibilities

Subject to and in accordance with the terms and conditions of the Contract, the Contractor shall to the satisfaction of WAPCOS Limited and WAPCOS Limited Representative, design and Execute the Works and carry out its other obligations under and/or in relation to the Contract and provide all personnel and labour, including the supervision thereof, materials, offices, workshops, tools, machinery, equipment and all other resources and things, whether of a temporary or permanent nature, required in or for such design and Execution of the Works and for carrying out such obligations.

The Contractor shall assume full responsibility for the design and Execution of the Works in accordance with the Contract so as to meet the Time for Completion.

The Contractor shall at its own expense:

(i) take full responsibility for the adequacy, stability and safety of the Works and ofall on-site and off-site operations and construction, transportation, testing and reliability and acceptance procedures;

(ii) organise the Project Site during the Execution Period with regard to safety precautions, fire protection, security, transportation, delivery of Goods, Materials,plant and equipment ,control of pollution and the maintenance of competentpersonnel and labour and general site services;

(iii) do everything necessary (including the payment of all relevant fees) to acquire and maintain all Applicable Clearances and which are not specified as responsibility of WAPCOS Limited in Special Conditions of Contract. If requested by WAPCOS Limited, the Contractor shall assist WAPCOS Limited in obtaining in a timely and expeditious manner any Applicable Clearance which WAPCOS Limited is required under the Contract to maintain;

(iv) take all reasonable steps, consistent with a good and experienced employer to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under the Contract;

(v) provide to WAPCOS Limited, WAPCOS Limited Representative and representatives of any Relevant Authority and Statutory Authority such assistanceas they may reasonably require to carry out their respective duties and functions;

(vi) at all times ensure that it has sufficient, suitable and qualified personnel at the Project Site and in sufficient number to undertake the responsibilities imposedupon the Contractor under the Contract and to provide full attention to the design and execution of works.

(vii) The contractor shall make all arrangements during site visits of VIPs, dignitaries, official from the Ministry of Jal Shakti or any other Ministries of GoI or their Departments, WAPCOSofficials to the Project Site during the Contract Period.

(viii) The Contractor shall also make arrangements towards Foundation Stone LayingCeremony/Inauguration of the Project.

(ix) Contractor will also provide office space with working facilities like Computers, Printers, Telephone, and Xerox etc. to the Personnel of WAPCOS & the officials from Government of Jharkhand at the Project Site.

(x) The Construction agency should have liquid assets or availability of Credit facilities letter of credit/ Certificate from banks/ Certificate from Chartered Accountant for amount not less than the equivalent of the estimated cash flow required per month during the construction period of the Project for meeting the monthly fund requirement.

16.1.2 The Contractor's representations and warranties

In addition to any other Clause contained in the Contract, the Parties agree that the principal objective of the Contract is the timely completion of the Project Facility of which the Works form an integral part. The Contractor warrants that it is fully experienced in the planning, programming, design, procurement and supply, testing, and execution and co-ordination of construction activities of facilities, complexity and size of the Works and that it possesses the level of skill and expertise commensurate with such experience, upon which skill and expertise WAPCOS Limited is entirely reliant and the Contractor hereby represents and warrants to WAPCOS Limited that:

16.1.3 Design

It has satisfied itself as to, and adopts and accepts full responsibility for any design of the Works contained in and reflected by Technical Specifications and Drawings; there has been exercised and will continue to be exercised in the design and specifications for the Works all the skill, care and diligence to be expected of professionals experienced in and possessing all the expertise necessary for the design and specification of similar projects of the size, scope and complexity of the Works; the Works have been and will continue to be designed (to the extent required under the Contract) and specified utilizing state of the art systems, procedures and technology, high quality goods, Materials and the high standards of workmanship and fabrication consistent and in compliance with Technical Specifications and drawings; the Contractor further warrants that upon the Date of Completion of the Works, the Works will be in a condition which will enable WAPCOS Limited to meet those Performance Standards which relate to the Works; that it recognizes that the process of producing, optimizing, developing and finalizing the design of the Works will require the closest consultation, co-operation and co- ordination between itself, WAPCOS Limited, the WAPCOS Limited Representative, any Relevant Authority and the Related Works Contractors and that it has taken account of the same in the Programme and the Contract Sum. The Contractor further recognizes that it will be necessary for the Parties to further develop and agree to such methods and procedures to enable the same to be carried out; that it is fully responsible for the integration of and for the full

and complete co- ordination of the design (to the extent required under the Contract) of the Works with the Related Works and that:

(i) the Contract Sum is inclusive of the cost of the Contractor's compliance under this Clause 5.6.2 [The Contractor's Representations and Warranties] and Clause 5.13 [Related Works];and

(ii) the Contractor has programmed and will continue to Programme the designand Execution of the Works in such a way as to ensure its compliance with its obligations in respect of Related Works as set out in Clause 5.13 [Related Works].

16.1.4 Workmanship

The Works will be Executed and defects, remedied in accordance with Good Industry Practice, using state of the art systems and technology and accepted professional standards, codes of practice and regulations, and shall meet the intents and objectives of the Contract and comply with all Applicable Laws and be in accordance with Technical Specifications and Drawings and the functional and other requirements of the Contract, whether expressed or reasonably to be inferred there from;

The personnel to be employed by the Contractor in or about the Execution of the Works will be properly skilled, competent and experienced having regard to the nature and extent of the Works;

The Works and every part thereof will be complete in all parts, will be free from defects in design, materials and workmanship and will be in conformity with Technical Specifications and Drawings;

16.1.5 Contractor's Documents

The Contractor shall prepare all Contractor's Documents. The Contractor shall submit to WAPCOS Limited Representative:

(i) within the time given in the Contract, or if no time is so specified then in accordance with the Programme or as may be directed by WAPCOS Limited Representative, those Contractor's Documents called for in the Contract or as WAPCOS Limited Representative may require and in the numbers and format required by the Contract or, if no such number and format is stated in the Contract, as required by WAPCOS Limited Representative; and

(ii) during the progress of the Works such additional Contractor's Documents within such times and in such numbers and format as WAPCOS Limited Representative may reasonably require.

WAPCOS Limited Representative shall approve and comment on any Contractor's Documents submitted within [15 (fifteen)] Business Days after receipt of the Contractor's Document (the “Review Period”). WAPCOS Limited Representative shall signify “No Comments” or “comments made” or “resubmit” and return one copy of the Contractor's Document to the Contractor. If WAPCOS Limited Representative fails to so do within the Review Period, it shall be deemed that WAPCOS Limited Representative has signified “No comments” and the Contractor may proceed as it deems appropriate to comply with its obligations under the Contract.

The notes “No comments” or “comments made” will enable the Contractor to proceed on the basis of the Contractor's Documents provided that in the latter case the Contractor sufficiently addresses any comments made by WAPCOS Limited Representative.

Where any Contractor's Document is marked “resubmit” the same shall be amended, modified or prepared again, as the case may be, and resubmitted by the Contractor and the procedure set out shall apply to the re-submitted Contractor's Document.

No design or Execution of any part of the Works shall commence prior to the expiry of the Review Period for those Contractor's Documents which are relevant to its design and Execution except as may be expressly agreed in writing by WAPCOS Limited Representative. Notwithstanding any of the provisions of the Contract relating to Contractor's Documents, the Contractor shall be fully responsible for:

(i) the adequacy of the Contractor's Documents in accordance with the Contract; and

(ii) any failures of any Contractor's Documents whether to comply with the Contract and/or to meet its obligations there under or otherwise and for any ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities in any such Contractor's Documents howsoever such ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities may have arisen.

The Contractor shall at its own expense carry out any alterations or remedial work necessitated by reason of any ambiguities, failures, discrepancies, insufficiencies, lack of fitness for purpose, errors, omissions, design or construction impracticalities in any Contractor's Documents and shall modify the Contractor's Documents accordingly, or if the same be done by or on behalf of WAPCOS Limited, WAPCOS Limited shall be entitled to recover from the Contractor all costs reasonably incurred therein and may, without prejudice to any method of recovery, deduct the same from any monies due or which may become due to the Contractor.

The WAPCOS Limited Representative shall not be obliged to comment upon any Contractor's Documents without first satisfying itself that to the extent required, such comment is issued with the consent, non-objection or approval of a Statutory Authority, if so required.

If the Contractor wishes to modify any Contractor's Document (including any design contained in Contractor's Documents) which has previously been reviewed by the WAPCOS Limited Representative, the Contractor shall immediately give notice to the WAPCOS Limited Representative. Thereafter, the Contractor shall submit revised documents to the WAPCOS Limited Representative.

Save as expressly provided in this Contract, the Contractor shall not seek to recover from WAPCOS Limited any loss or claim which may arise from the adoption, use or application by or on behalf of the Contractor or any other person for whom the Contractor is responsible, of the design in any Contractor's Documents.

No review, comment, suggestion, approval on any other communication by the WAPCOS Limited Representative made in accordance with the review procedure or in any other system, method or procedure subsequently agreed, shall in any way relieve the Contractor of any of its obligations under the Contract.

In the case of any Contractor's Documents relating to the design of the Works, such Contractor's Documents shall become part of the Final Design of the Works in accordance with the following:

(i) when the Contractor submits the final submission for either the structural and layout design or the finishes and aesthetics design of a specified area in the Project Site, it shall notify the WAPCOS Limited Representative by issue of a notice titled "Notice of Final Design of a Specified Area" accompanying such Contractor's Document. Such notice shall identify the relevant specified area in the Project Site, the date of submissions of all the Contractor's Documents relating to either the structural and layout design or the finishes and aesthetics design of such specified area in the Project Site and confirm that no further structural and layout design or finishes and aesthetics design is to be undertaken in respect of such specified area. Any Contractor's Document which has been accompanied by a Notice of Final Design of a Specified Area in the Project Siteand which has reached a stage at which the WAPCOS Limited Representative can confirm and signify in writing "no comment" or "comments made" will enable the Contractor to proceed on the basis of each Contractor's Document in respect the of the structural and layout design or finishes and aesthetics design (provided that inthe latter case the Contractor fully addresses any comments made by the WAPCOS Limited Representative) and at which point such Contractor's Documents will become part of the Final Design of the Works.

(ii) In the case of Contractor's Documents relating to the design of the Works, other than the structural and layout design or the finishes and aesthetics design of a specified area in the Project Site, and otherwise as may be directed by the WAPCOS Limited Representative, such Contractor's Documents shall become part of the Final Design of the Works when the WAPCOS Limited Representative can confirm and signify in writing "no comment" or "comments made" provided that in the latter case the Contractor fully addresses any comments made by the WAPCOS Limited Representative.

16.1.6 Design Development

Notwithstanding any of the provisions of the Contract including those relating to the instructions or approval, review of, or comment on any design documentation or any Contractor's Document by WAPCOS Limited, the WAPCOS Limited Representative, and/or any Relevant Authority:

(i) Void

(ii) it shall be a condition precedent to the Contractor's entitlement to be paid or reimbursed any amount in respect of work Executed or Materials or any part thereof supplied under the Contract that the same shall have been Executed or supplied in accordance with the Final Design of the Works;

(iii) the Contractor shall at all times during the design and Execution of the Works keep itself informed and the WAPCOS Limited Representative duly appraised, of

any changes in Good Industry Practice, state of the art systems and technology, codes of practice and regulations and of any design developments or enhancements which occur or may become available during the course of the design (to the extent required under the Contract) or Execution of the Works and which relate to or could result in an improvement of the Project Facility. The WAPCOS Limited Representative may instruct the implementation of any such change, development or enhancement and the Contractor shall immediately implement the same at its own cost and without the right to any additional payment or any extension of time;

(iv) at any time until the design of any part of the Works has become part of the Final Design of the Works, the WAPCOS Limited Representative may give an order in writing to the Contractor relating to the design of such part of the Works (known as a "Design Order"). If in the opinion of the Contractor, any Design Order is likely to prevent the Contractor from or in fulfilling any of its obligations under the Contract in respect of the design or Execution of the Works, either directly or indirectly, it shall notify the WAPCOS Limited Representative thereof in writing as soon as practicable after receipt of the Design Order from the WAPCOS Limited Representative, giving a fullstatement of its reasons, and the WAPCOS Limited Representative shall decide forthwith whether or not the same shall be carried out. The WAPCOS Limited Representative may confirm the Design Order in writing and may modify the said obligation to such an extent as it considers may be justified. Until the WAPCOS Limited Representative so confirms the Design Order, it shall be deemed not to have been given; and

(v) if such Design Order shall involve any work or supply which is contrary to the Technical Specifications and Drawings and could not be inferred from the Technical Specifications and Drawings then such Design Order shall be treated as an instruction of the WAPCOS Limited Representative, otherwise such Design Order shall be actioned by the Contractor at its own cost with no entitlement to any extension of time in respect thereof. Provided always that the onus of proving that such work or supply is contrary to and could not be inferred from the Technical Conditions of the Contract shall be on the Contractor.

16.1.7 Contractor's Guarantee

The Contractor shall guarantee each of the Systems for the respective periods and commencing from the dates ascribed to each thereto under the Special Conditions of Contract ("Guarantee Period"), to the intent that if during the period any defect, inadequacy or unsuitability of design, manufacture, workmanship or materials or failure to meet in any or all respects the requirements of the Contract shall arise or become apparent in any part of the Works so guaranteed, written notice of such defect, inadequacy or unsuitability, or failure to meet the requirements of the Contract shall be given by the WAPCOS Limited Representative to the Contractor who shall forthwith submit to the WAPCOS Limited Representative for its consent, its written proposals for the remedying or replacement of the same at no cost to WAPCOS Limited. Upon receipt of the written consent of the WAPCOS Limited Representative to the Contractor's proposals or any amendments thereto the Contractor shall forthwith, at a time or times convenient to WAPCOS Limited and the WAPCOS Limited Representative, implement its proposals as accepted with all due speed. If the contractor shall fail to submit its written proposals within a time considered reasonable by the WAPCOS Limited Representative or if such proposals are not, in the WAPCOS Limited Representative's opinion, satisfactory, WAPCOS Limited may employ and pay other persons to carry out the necessary remedial work or carry out such work itself and the Contractor shall

be liable for all costs in connection with such remedial work, which WAPCOS Limited may recover from the Contractor as debt.

The Contractor shall at all times save harmless and indemnify WAPCOS Limited from and against all claims, liabilities, expenses, costs and losses suffered or incurred by WAPCOS Limited which may arise out of or in connection with any defect, inadequacy or unsuitability of the design, manufacture, workmanship or materials or failure to meet in any or all respects the requirements of the Contract or the remedying thereof either by the Contractor, WAPCOS Limited, or by others employed by WAPCOS Limited.

WAPCOS Limited rights [Contractor's Guarantee] are without prejudice to any other right which it may have whether at law or otherwise.

Section III: Appendix to Instructions to Bidders (AITB)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

1. Signed & stamped NIT documents (comprising of total documents-all pages) including documents related to Qualifying criteria as per SECTION-III of the Tender Document.
2. "No Deviation Certificate" in prescribed format in Bidder's Letter Head.
3. Earnest Money Deposit
4. No information relating to financial terms of Work should be included in the technical bid.
5. Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder technical submittal is found non- compliant with the requirement or work, it may be rejected. This process is to assure that only technical acceptable bids are considered for the tendered work.
6. Constitution & Legal Status along with attested copies of Deeds/Incorporation Certificate, Articles and Memorandum of Association etc. as Applicable.
7. Power of Attorney in original in favour of the person signing the tender.
8. The Bidder should have a Net worth Certificate of at least Rs. 60 Lacs. The Net worth certificates must be certified by the statutory auditor of the firm/company. The certificate must carry the UDIN (Unique Document Identification Number).
9. The Construction agency should have liquid assets or availability of Credit facilities letter of credit/ Certificate from banks for amount not less than the equivalent of the estimated cash flow required per month during the construction period of the Project for meeting the monthly fund requirement.
10. Yearly sales Turnover and Audited Balance Sheet for Last 5 (Five) years ending on the financial year 2024-25. Year in which no turnover is shown would be considered for working out the average.
11. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2024-25. Audited Profit & Loss Statement for Last 5 (Five) years ending on the financial year 2024-25 are to be enclosed. Turnover, profit, net worth certificates must be certified by the statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number).
12. Copy of P.F and ESI Certificate.
13. GST Registration Certificate.
14. PAN No. (With a copy).
15. Name(s) of the Owner/Partners/Promoters and Directors of the firm / company.
16. Information on litigation history, liquidated damages, disqualification etc. in Tenderer's Letter Head.
17. Undertaking to be furnished on company's letter head with regard to blacklisting / non-debarment, by the agency.
18. Bidder has to submit Pre-Integrity Pact as format enclosed in Bid Formats Section.
19. Details of similar type of work executed indicating value of works in each contract with self-attested documentary evidence such as copy/copies of completion Certificate(s) along- with LOI(s)/W.O(s) from respective Owner(s)/Client(s) mentioning name and

nature of work(s), date(s) of commencement and value(s) of the job(s) executed during last Seven years.

20. Programme of Works, a comprehensive Project implementation Program with list of activities, timelines and milestones. A detailed overall activity chart indicating the duration and timing of all major activities.
21. **BID Capacity:** The Bidder who interalia meet the minimum qualification criteria will be qualified only if their available Bid Capacity is more than the Total Tendered Value. The available Bid Capacity will be calculated as per following based on information mentioned enclosed in the **Bid Format for Bid Capacity.**
    Assessed available Bid Capacity **= (A*N*1.5-B),** Where

    N = Number of years prescribed for completion of work for which Bid is invited

    A = Maximum value of civil engineering works in respect of projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The Projects include turnkey project/Percentage/Item rate contract/ Construction works.

    B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the period of completion of the works for which BID is invited.

    Note-1: The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects **or** Concessionaire / Authorized Signatory of Projects and verified by Statutory Auditor. The factor for the year for up-dation to the price level is indicated as under:

Year	Year-1	Year-2	Year-3
Up-dation factor	**1.00**	**1.05**	**1.10**

Form-A (Documents to be submitted physically)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

1. "No Deviation Certificate" in prescribed format in Bidder's Letter Head.
2. Earnest Money Deposit
3. Power of Attorney in original in favour of the person signing the tender.
4. The Bidder should have a Net worth Certificate of at least Rs. 60 Lacs. The Net worth certificates must be certified by the statutory auditor of the firm/company. The certificate must carry the UDIN (Unique Document Identification Number).
5. Bidder has to submit Pre-Integrity Pact as format enclosed in Bid Formats Section.
6. **BID Capacity:** The Bidder who interalia meet the minimum qualification criteria will be qualified only if their available Bid Capacity is more than the Total Tendered Value. The available Bid Capacity will be calculated as per following based on information mentioned enclosed in the **Bid Format for Bid Capacity.**
   Assessed available Bid Capacity **= (A*N*1.5-B),** Where

   N= Number of years prescribed for completion of work for which Bid is invited

   A= Maximum value of civil engineering works in respect of projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress. The Projects include turnkey project/Percentage/Item rate contract/ Construction works.

   B = Value (updated to the price level of the year indicated in table below under note) of existing commitments and on-going works to be completed during the period of completion of the works for which BID is invited.

   Note-1: The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects **or** Concessionaire / Authorized Signatory of Projects and verified by Statutory Auditor. The factor for the year for up-dation to the price level is indicated as under:

Year	Year-1	Year-2	Year-3
Up-dation factor	**1.00**	**1.05**	**1.10**

Section IV: General Conditions of Contract (GCC)

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to 'Work' shall be deemed to include the incidental Works/ Goods also.
7) Any generic reference to GCC shall also imply a reference to SCC as well.
8) In case of conflict, provisions of SCC shall prevail over those in GCC.
9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
11) GCC-clause 5.13 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered as allied firms.

3) “Beneficiary” (of Work/ Works) means the person for whom the Work/ Works are to be delivered as stipulated in the contract.
4) "bid" (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts) means an offer to supply goods, Work or execution of works made as per the terms and conditions set out in a document inviting such offers.
5) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
6) “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
7) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
8) “Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Work’, ‘rate contract’ or ‘framework contract’ or ‘Letter of Award – LoA’ (letter or memorandum communicating to the contractor the acceptance of his bid) or ‘Agreement’ or a ‘repeat order’ accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
9) “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
10) “Engineer-in-Charge” means the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the contractor;
11) “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
12) “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
13) “Equipment” means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.
14) “General Conditions” means the General Conditions of Contract, also referred to as GCC.
15) "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-

assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some Work that are incidental or consequential to the supply of such goods;

16) "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
17) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or Work or works, and comparing the same with the specified requirement to determine conformity.
18) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
19) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
20) "Materials" means all supplies, including consumables, used by the contractor for service performance or use by his staff.
21) "Outsourcing of Work" means deployment of outside agencies on a sustained long-term basis (for one year or more, excluding short-term stand-alone Work) for the performance of routine Work (e.g., Security Work, Horticultural Work, Janitor/Cooking/Catering/Management Work for Hostels and Guest Houses, Cleaning/Housekeeping Work, Errand/Messenger Work and so forth) that were traditionally being done in-house in the Government.
22) "Parties": The parties to the contract are the "Contractor" and the "Procuring Entity", as defined in this clause;
23) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
24) "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Work/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or Work or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement Work is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
25) "Procuring Entity" means the entity in The Procuring Organization procuring Goods, Works, or Work;
26) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;

27) "Service(s)" (including the term "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand" or 'Outsourcing of Work' in specific contexts) are defined by exclusion as Work that cannot be classified as Consultancy Work. Work (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Work shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such Work;
28) "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
29) "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of Work that prescribes the requirement to which goods or Work have to conform as per the contract.
30) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
31) "Sub-Contractor" means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.
32) "Temporary Works" means works designed, constructed, installed, and removed by the contractor needed during the Work' performance.
33) "Variation" means an instruction given by the Engineer-in-Charge, which varies the scope, quantum or performance standards of the Service performed.
34) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender' or 'Tender Enquiry', which would be clear from context without ambiguity.
35) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalized word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Work' shall indicate definition as given in the GCC while 'Work' shall have usual dictionary meaning.

1.4. Abbreviations:

Abbreviation	Definition
AITB	Appendix to Instructions To Bidders
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
DPIIT	Department for Promotion of Industry and Internal Trade
EFT	Electronic Funds Transfer
EPFO	Employees Provident Fund Organization
ESI	Employees State Insurance
GST	Goods and Work Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LoA	Letter of Award (Acceptance)
MII	Make in India
MSME	Micro Small and Medium Enterprises
MSMED	MSME Development (Act)
NA	Not Applicable
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
PVC	Price Variation Clause
RAP	Reverse Auction Process
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

2. The Contract

2.1. Language of Contract

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4. Parties

The parties to the contract are the contractor and the Procuring Entity, as defined in GCC-clause 1.2 above and as nominated in the contract.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1) Valid and authorized Amendments issued to the contract.
2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
    a) Format 1.1: Description of Work;
    b) Format 1.1.1: Personnel Details;
    c) Format 1.1.2: Equipment Details;
    d) Vol-IV: Price Schedule;
3) the Letter of Award (LoA)
4) Final written submissions made by the contractor during negotiations, if any;
5) the SCC
6) the GCC
7) the contractor's bid;
8) any other document listed in the SCC as forming part of this Contract.
9) Integrity Pact, if any

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

2.7. Separate Contracts in Connection with Work

The Procuring Entity shall have the right to let other contracts related to or linked with the Work. The contractor shall afford other contractors' reasonable opportunity to store their materials, execute their Work/ works, and properly connect and coordinate their Work. The contractor shall inspect Work/ works of other contractors(s) and promptly report to the Engineer-in-Charge any defects that may hinder a proper execution of his Work to proper performance standards. The contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's Work, except as to defects that may develop in the other contractor's work after such a provision Work.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1. Communications

1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
5) The Engineer-in-Charge shall direct the order in which the several components of the Work shall be provided, and the contractor shall execute without delay all orders given by the Engineer-in-Charge from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Work in all respects.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
2) Unless otherwise stipulated in the contract, the Engineer-in-Charge signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Beneficiaries of Work and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

1) The address of the contractor as mentioned in the contract, unless the contractor has notified change by a separate communication containing no other topic to the Procuring Entity. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
2) The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
3) In case of the communications from the contractor, copies of communications shall be marked to the Engineer-in-Charge and the Procuring Entity's officer signing the contract, and as relevant also to interim/ ultimate Beneficiaries of Work and the Paying Authorities mentioned in the contract. Unless already specified before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

1) Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
    a) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

b) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder.

c) If the contract is not terminated as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to:

1) Change regarding declarations made by it in its bid in Form 1.2: Eligibility Declaration
2) Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria - Compliance and its sub-forms.

5.3. Restriction on Potential Conflict of Interests

1) Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
   a) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
   b) after the termination of this Contract, such other activities as may be stipulated in the contract.
2) During the term of this Contract and after its termination, the contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Work (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Work of this Contract.

5.4. Consequences of breach by Constituents of a Contractor

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.5. Assignment and Sub-contracting

1) the contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
2) The contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out Work and incidental goods/ works. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which Contract is awarded to him.
3) If the contractor sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify Procuring Entity

5.6.1 For breach of IPR Rights

1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Work provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
    a) any design, data, drawing, specification, or other documents or Work provided or designed by the contractor for or on behalf of the Procuring Entity.
    a) The sale by the Procuring Entity in any country of the Work/ products produced by the Work delivered by the contractor, and
    b) The delivery of the Work by the contractor or the use of the Work at the Procuring Entity's Site
2) Such indemnity shall not cover any use of the Work or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Work or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.
3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.6.2 For Losses and Damages Caused by Contractor

1) the contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Work. The contractor shall make good at his own expense all resulting losses and/ or damages to:
   a) the Work themselves or
   b) any other property of the Procuring Entity or
   c) the lives, persons, or property of others
2) In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

5.7. Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose**.**

5.7.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other Work and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.7.3 Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.4 Obligations of the contractor

1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
    a) the contractor needs to share with the institution(s) participating in the financing of the contract;
    b) now or hereafter is or enters the public domain through no fault of Contractor;
    c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
    d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract or the Tender Document or any part thereof.
6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.5 Protection and Security of Personal Data

1) Where the contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the contractor shall:
   a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
   b) Comply with all applicable laws;
   c) Process the Personal Data only to the extent, and in such manner as is necessary for the discharge of the contractor's obligations under this Contract or as is required by Law or any Regulatory Body;
   d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
   e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
   f) Obtain prior written consent from the Authority to transfer the Personal Data to any sub-contractor for the provision of the Work;
   g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.
   h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
   i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.
   j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;
2) Notify the Procuring Entity (within five Working Days) if it receives;
   a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
   b) a complaint or request relating to the Procuring Entity' obligations under the law;
3) The provision of this clause shall apply during the contract Period and indefinitely after its expiry.

5.8. Performance Bond/ Security

1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the Defect Liability obligations.
2) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
    a) Unless otherwise stipulated in Tender Document or Contract, Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt from any Commercial Bank in India/ Online Payment in an acceptable form safeguarding the Procuring Entity's interest/ Bank Guarantee (including an e-Bank Guarantee) issued by a Nationalized/ commercial bank in India, favouring the authority mentioned in therein (or FA&CAO of the Procuring Organisation, if not mentioned).
    b) The Bank Guarantee issued by a Nationalized/ commercial bank in India, in the prescribed form provided in Format 1.3.
3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion
    (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
    (b) without terminating the Contract:
        i) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 11.4, or
        ii) Treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
    (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
        i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under

reference or any other contract with the Procuring Organisation or any part thereof

ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.

8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

5.9. Labour Codes and Related Obligations

5.9.1 Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Work delivered under this Contract.

5.9.2 Obligations of the contractor under Labour Codes and Rules

1) In cases where Work are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Work, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

2) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply

with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.

4) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.
5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

5.9.3 Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and

Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

1) **Provisions for Workers:**
   a) At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.
   b) The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
   c) Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.
   d) All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
2) During the execution of Work, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:
   a) The safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ Work.
   b) Environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.
3) **Medical Facilities:** the contractor shall provide medical facilities at the site as prescribed by the Engineer-in-Charge on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Engineer-in-Charge's directions.
4) **Medical Certificate of Fitness for Labour**
   the contractor shall not employ a person below 18 years of age. For delivery of Work under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the Engineer-in-Charge) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate.
   a) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
   b) Medical Re-Examination of Labour: Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age

group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

5.9.4 Mandatory Compliance of Government Welfare Schemes

The contractor must ensure and provide documentary evidence for the following and must submit documentary evidence to show the coverage of all his workers or labour under the following schemes at all times during the contract period on an annual basis:

1) All the contractor's workers or labour employed directly or indirectly must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.
2) All the workers or labour employed directly or indirectly by the contractor between the ages 18-70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which shall be a one-year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor shall pay the premium per annum per member for all his workers during the contract period.
3) All the workers or labour employed directly or indirectly by the contractor between the ages 18-50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which shall be a one-year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor shall pay the premium per annum per member for all his workers during the contract period.

5.9.5 Contract Labour Records and Management System

A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It shall be inspected during Site Inspections by the Engineer-in-Charge. The contractor shall put this system in place unless otherwise stipulated in the Special Conditions of Contract. If so stipulated in Special Conditions of Contract[4], a computerised Contract Labour Management system shall be mandatory.

5.9.6 The obligation of Contractor to ensure awareness of Labour Codes

1) the contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes

[4] in labour intensive service contracts i.e., facility management and housekeeping etc

and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.

2) The contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
    a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc
    b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

5.10. Insurances

1) the contractor (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.
2) the contractor at his cost shall provide, in the joint names of the Procuring Entity and the contractor, insurance cover from the start date to the date of completion of the contract, in the amounts and deductibles as per the instructions of the Engineer-in-Charge and the contract for the following events which are due to the contractor's risks:
    a) loss of or damage to Equipment, materials for which advances have been paid;
    b) loss of or damage to property of the Procuring Entity in connection with the contract; and
    c) Personal injury or death.
    d) Penalties and demands by labour regulatory authorities
3) Insurance policies and certificates for insurance shall be delivered to the Engineer-in-Charge for approval before the Start Date. All such insurance shall provide compensation payable in Indian Rupees to rectify the loss or damage incurred.
4) Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.
5) Both parties shall comply with any conditions of the insurance policies.

5.11. Permits, Approvals and Licenses

Whenever the delivery of Work and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such

requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

5.12. Accounting, Inspection and Auditing

The contractor shall keep accurate and systematic accounts and records regarding the provision of the Work under this Contract, as per accounting principles prescribed in India.

5.13. Book Examination Clause

If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:

1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.
2) The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.
3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
4) The contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

6. Procuring Entity's Obligations

6.1. Facilities to be provided by the Procuring Entity

1) No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Work etc.) other than those stipulated explicitly in the

contract shall be provided or loaned by the Procuring Entity to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and for no other purpose whatsoever.

2) Unless otherwise stipulated in the contract, The Procuring Entity may hire to the contractor non-key Equipment owned and separable by Procuring Entity for use during execution of the Work on terms and conditions and on the chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

6.2. Provision of Utilities at Site by Procuring Entity

Unless otherwise stipulated in the contract, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Work from the Procuring Entity's existing water/ electricity supply system at or near the site of Work on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shall this be a reason for the delay in delivery of Work.

6.3. Custody and Return of the Procuring Entity's Assets loaned to Contractor

1) The contractors shall sign accountable receipts for all tools, plants and materials or other assets/ properties made over to him by the Engineer-in-Charge. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
2) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while assets are possessed or controlled by the contractor, staff, workmen, or agents.
3) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the contractor's liability as aforesaid.
4) The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

7. Scope of Work, Performance Standards and Quality Assurance

7.1. Scope of Work

1) This contract is for the performance/ delivery of Work of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Work shall conform to performance and quality standards as stipulated in the contract or as per best standards in the market, where not so specified.
2) The contractor shall deliver Work and submit the reports, deliverables, outputs, and documents stipulated in Format 1.1: Description of Work to the Procuring Entity.
3) The Work shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Work as if such items were expressly mentioned in this Contract.
4) **Incidental Works/ Goods:** If so stipulated, the contractor shall be required to perform/ deliver specified incidental Works/ Goods as an integral part of the Work in the contract.

7.2. Performance Standards

1) the contractor shall perform the Work as per Format 1.1: Description of Work, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Work delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.
2) **The shortfall in Performance:** In cases where the performance or/and quality of Work is/are found to be unsatisfactory, Procuring Entity or his representatives shall impose damages for the shortfall in performance as per GCC-clause 10.5 below. This levy of damages shall not absolve the contractor from rectification or re-performance of the defective Service without further payment.

7.3. Quality Control and Defect Liability

1) The Procuring Entity shall check the quality of the Work and shall inspect the contractor's performance according to the relevant section(s) of Format 1.1: Description of Work. The Procuring Entity shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.
2) If the contractor has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contract or applicable law, procuring Entity shall be legally entitled to deduct such cost from the contract's payments, together with the damages for the shortfall in performance (as per clause above), a sum equivalent to the percentage stipulated in the contract.

7.4. Eligible Work - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, country of origin of 'Work' and related 'Goods' under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE. The term "origin" used in this clause means the place from where the Work (and incidental Goods, including subcontracted components) are arranged and delivered, or incidental goods are mined, grown, produced, or manufactured. For purposes of this Clause, the term 'Work' shall have the meaning as defined in GCC-clause 1.2.

7.5. Quantity Tolerance

Unless otherwise stipulated in the contract, the obligation for completing Work shall be considered complete if the Work have been performed to the tolerance of plus or minus 5% of the quantum or the total value of Work ordered in the contract. Only the delivered quantity shall be paid for as per the terms of the contract.

7.6. Contract Period and Option Clause

7.6.1 Contract Period

Unless otherwise stipulated in the contract, the contract Period for which the Service shall be provided shall be (03 months excluding Kharif Period from June to October end) from the effective date of the contract, unless completed earlier or terminated as per the contract.

7.6.2 Option Clause

If stipulated otherwise in the contract, the Procuring Entity shall have the right to exercise the following options, by written notification to the contractor no later than thirty (30) days before Contract end:

1) Extend the contract Period only once (unless otherwise stipulated in the contract) by four months period (unless otherwise stipulated in the contract).
2) increase the ordered quantum of Work upto the percentage specified therein (or 25% if not specified) at any time, till the completion date of the contract, by giving reasonable notice and providing a reasonable extension in delivery period for increased quantum, even though the quantum ordered initially has been delivered in full before the completion Period.

8. Measurement, Variations and Modifications

8.1. Quantities in Contract

The quantities set out in the contract are the estimated quantities of the Work, and they shall not be taken as the actual and correct quantities of the Work to be executed by the contractor to fulfil his obligations under the contract. Payment shall be made for the actual quantities deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the Engineer-in-Charge.

8.2. The admeasurement of Inputs and Work

1) Measurements shall be recorded based on the contractor's day-to-day records and authenticated by the Engineer-in-Charge or his representative as updated per the agreed Works Programme.
2) The contractor shall be paid for the Inputs /Work at the rates in the contract and extra inputs/ Work at rates determined under GCC-clause 8.4 below on the measurements taken by the Engineer-in-Charge or his representative. The quantities for items the unit of which in the contract is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and a half and above being taken as one; for items, the unit of which in the contract is single (if not an integral quantity), the quantities shall be calculated to two places of decimals. Such measurements shall be taken of the Work in progress from time to time and at such intervals as in the opinion of the Engineer-in-Charge shall be proper regarding the progress of Service. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer-in-Charge or his representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements.
3) If the contractor fails to attend, the service may be measured up in his absence, and such measurements shall, notwithstanding such absence, be binding upon the contractor whether or not he has signed the measurement books.
4) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer-in-Charge or his representative in the contractor's presence or absence after due notice has been given to him shall be final and binding on the contractor. No claim whatsoever shall after that be entertained regarding the accuracy and classification of the measurements. If the Engineer-in-Charge finds an objection raised by the contractor to be incorrect, the contractor shall be liable to pay the actual expenses incurred in re-measurements.

8.3. Variations and Claims

8.3.1 Powers of Variations

1) the Engineer-in-Charge, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Work or make any alterations in their design, inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of materials for the execution thereof or to order any additional service to be performed or any Work not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done. Such variations shall not be more than plus/ minus 15% of the value of the Contract and must be broadly within the original scope/ character and purpose of the original contract.
2) Unless otherwise stipulated, the accepted variation in the quantity of each contract item would be upto 25% of the quantity initially contracted. The contractor shall be

bound to carry out the service at the agreed rates and shall not be entitled to any claim or compensation whatsoever upto the limit of 25% variation in the quantity of the individual item of Work.

3) If the Engineer-in-Charges decide to increase the variation beyond 125% of Contracted quantity after internal approvals, the rates and acceptability shall be mutually agreed upon.
4) As far as items in Vol-IV: Price Schedule is concerned, the limit of 25% would apply to the value of the contract as a whole and not on individual items.

8.3.2 Valuation of Variations

The variation referred to in sub-clause above shall in no degree affect the validity of the contract; but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations, and obligations as if they had been initially and expressively included and provided for in the contract and the amounts to be paid therefore shall be calculated as per the Price Schedule. Any extra items/quantities of Work falling outside the purview of the provisions of Price Schedule above shall be paid for at the rates determined under GCC-clause 8.4 of these Conditions.

8.4. Rates for Extra Items

1) The contractors shall be bound to notify the Engineer-in-Charge at least seven days before the necessity arises to execute such extra items of Work for which the Price Schedule/ Contract does not include rate or rates.
2) Provided that if the contractor commences such items of Service or incurs any expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Work carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer-in-Charge. However, if the contractor is not satisfied with the decision of the Engineer-in-Charge in this respect, he may appeal to the Head of Procurement within 30 days of getting the decision of the Engineer-in-Charge, supported by analysis of the rates claimed. The Head of Procurement's decision after hearing both the parties in the matter would be final and binding on the contractor and the Procuring Entity.

9. Deployment of Resources

9.1. Site and Assets thereon

9.1.1 Site of Service Delivery

1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Work are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the Work.
3) **Facilities for Inspection:** the contractor shall afford the Engineer-in-Charge and his representative every facility for entering in and upon every portion of the site at all

hours for inspection or otherwise and shall provide all facilities required for the purpose. The Engineer-in-Charge and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Work.

4) **Existing Roads and Waterways:** Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Engineer-in-Charge. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
5) **Non-Obstruction of Access:** During the progress of Work in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Work and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Engineer-in-Charge, for the regulation of the traffic, and provide security staff necessary to prevent accidents.
6) **No Obstruction to Flow of Work and Personnel of Procuring Entity:** Contractor shall arrange his work in consultation with the Engineer-in-Charge in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.

9.1.2 Temporary Works at Site

1) The contractor shall at his own expense erect temporary works, e.g., sheds, yards, and storehouses in such situations, and such numbers as in the opinion of the Procuring Entity is requisite for performing the Work. The contractor shall keep at each such sheds, yards, and store-houses a sufficient quantity of materials/ plant in stock as not to delay the performance of the Work with due expedition. The Procuring Entity and its representative shall have free access to the said sheds/yards/ store houses at any time to inspect the stock of materials or plant so kept in hand, and any materials or plant which the Procuring Entity may object to shall not be brought upon or used in the Work but shall be forthwith removed from the sheds/yards/store houses by the contractor.

9.1.3 Security Arrangements

1) The contractor shall secure security arrangements at the site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or Procuring Entity and its Staff by his staff or third parties or trespassers.
2) Preservation of Peace
   a) The contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for Work, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of Work.

b) If the Procuring Entity stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of service Contract, the expenses thereof shall be borne by the contractor and, if paid by the Procuring Entity, shall be recoverable from the contractor.

3) **Prohibition of Smoking and Intoxicants:** the contractor or his staff or any labour employed through sub-contractors or petty contractors shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

9.1.4 Safety Issues

1) The contractor shall be responsible for the safety of all activities on the Site.
2) The contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer-in-Charge or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes.
3) **Safety of Public and Third parties:** the contractor shall be *responsible for taking all precautions to ensure* the safety of the public and third parties, whether on public or Procuring Entity's property and shall post look out, such persons as may, in the opinion of the Engineer-in-Charge, be required to comply with regulations appertaining to the service. No explosives shall be used for the Work rendered or on the site by the contractor.

9.1.5 Clearance of Site on Completion

On completion of the Work, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Engineer-in-Charge.

1) If the contractor provides temporary huts on the Procuring Entity land for labour engaged by him to execute Work, the contractor shall arrange for handing over vacant possession of the said land after the service is completed.
2) No final payment in settlement of the accounts for the Work shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
3) In the event of failure on the part of the contractor to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Engineer-in-Charge shall cause them to be removed through public sales of such materials and property or in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If the contractor's labour refuses to vacate and has to be ejected following

due process by the Procuring Entity, necessary expenses incurred by the Procuring Entity in connection shall be borne by the contractor. The Procuring Entity shall not be held liable for any loss or damage to the contractor's property as may be on the site and due to such removal.

9.2. Key and Non-key Personnel

9.2.1 Key Personnel

1) The titles, job descriptions, minimum qualifications, and estimated periods of the contractor's Key Personnel engagement in carrying out the Work are described in Format 1.1.1.
2) Substitution of key personnel shall only be allowed in compelling or unavoidable situations, and the substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in SCC (or 30%, if not specified) of total key personnel.
3) The Following minimum key personnel must be deployed at the project site by the Contractor for Each Package.
4) If the contractor fails to deploy the staff, a proportionate amount i.e. Rs. 5,000/day for Project Manager, Rs. 2,500/day for Site Engineer and Rs. 3,000/day for Quality Control Expert will be deducted from the contractor's running bill on account of manpower cost. WAPCOS reserve the right to deploy the deficient personnel on behalf of the contractor in case the contractor's fails to deploy such staff at site. In such case all responsibility lies on contractor as if these personnel's were deployed by them.
5) Key Personnel (Qualification/Experience):

S. No.	Position	Qualification	Total Experience in Construction Industry	Number required (Minimum)
1.	Project Manager	Engineering Graduate	15 years	1 No.
2.	Site Engineers (Civil)	Engineering Graduate	10 years	1 No.
3.	Quality Control Expert	Engineering Graduate	10 years	1 No.

9.3. Property in Equipment and Materials brought to Site.

The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the Work and intended to be used for the execution shall not be removed from the site without the approval of the Procuring Entity. However, materials/ equipment which the Engineer-in-Charge rejects under GCC-clause 7.3 during the progress of the Work, or which after the grant of the certificate of

completion, are declared as not needed or those that remain unused, can be removed from the site or the said land by the Contractor. This clause shall not in any way diminish the liability of the contractor nor shall the Procuring Entity be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, damaged, or destroyed by fire, tempest or otherwise.

10. Inspections

The Contractor shall be responsible for consequential effects arising out during the inspection done by the Chief Technical Examiner Cell, Central Vigilance Commission or Committee constituted by the Government of India/Ministry/State Government/Principal Employer/Employer or construction site visiting team of Principal Employer/Employer or by the Building Works Committee or authorized third party or any Statuary Committee or by any duly authorized representative of WAPCOS, during the progress or any time after the construction of project up to the defect liability period, and will take appropriate action for rectification of defective work and modifications as suggested by the above teams/ group/ individual. Rectification of defective works or replacement of sub-standard materials or articles or modifications, as pointed out by any of above committee or organization will be carried out or replaced/ modified by the Contractor at his own risk and cost. The Employer will not pay any extra amount for such rectification or replacement.

The Contractor, his consultant, subcontractors of all tiers and suppliers thereof shall make available during the inspection with all records necessary to demonstrate that the Works have been executed in accordance with the Contract Agreement.

10.1. Quality Control and Assurance Plan

The Contractor shall submit the Standard Operating Procedure (SOP) / Quality Control & Quality Assurance Plan (QAP) for review, checking & verification during visits by employer or any responsible visiting organisation.

10.2. Site Facilities

- The contractor shall provide fully equipped office for Engineer- in-charge/ site engineer/ Principal Employer along with facility like 24 hours electric and drinking water supply, sanitary facilities, one inspection vehicle, furniture and desktop computers/laptops of latest version along with printers and internet connection at construction site/project office and any other miscellaneous project specific requirement as directed by Employer.
- An amount equal to 1% of the gross amount of running account bills and final bill will be deducted by WAPCOS for Administrative Expenditures to be done by WAPCOS.
- The Contractor has to make own security arrangement including deployment of security/watchman. The Contractor shall maintain upto date record of in & out of the material & labour / staff at the security gate of campus at its own expenses.
- The Contractor shall provide safety equipment to the Employers/officers (whenever required).

11. Delivery of Work and delays

11.1. Works Programme

1) Before commencement of the Work, the contractor shall submit the work programme (PERT/CPM) showing the Methods; schedule of delivery of Work, the deployment plans for Personnel; Equipment and Materials for the execution of the Work for information of Employer and obtain its approval (if required). The programme of delivery of Work amended as necessary by discussions with the Engineer-in-Charge shall be treated as the agreed Works programme for this Contract. The Work shall be carried out and monitored as per the approved Program as updated.
2) Unless otherwise stipulated in the contract or agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violating statutory regulations.

11.2. Compliance to Engineer-in-Charge's Instructions

1) the Engineer-in-Charge shall direct the order in which the several components of the Work shall be provided, and the contractor shall execute without delay all orders given by the Engineer-in-Charge from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Work in all respects.
2) Any instructions or approval given by the Engineer-in-Charge's representative to Contractor in connection with the Work shall bind the contractor as though the Engineer-in-Charge had given it provided as follows -
    a) Failure of the Engineer-in-Charge's representative to disapprove any work/ Work or materials shall not prejudice the power of the Engineer-in-Charge after that to disapprove such Work or material and order the rectification thereof.
    b) If the contractor is dissatisfied because of any decision of the Engineer-in-Charge's representative, he shall be entitled to refer the matter to the Head of Procurement through the Engineer-in-Charge, who shall there upon confirm or vary such decision.
3) **Compliance with Contractor's Request for Details:** the Engineer-in-Charge shall furnish with reasonable promptness, after receipt of the contractor's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Work or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.

11.3. Commencement of Work

1) **Effective Date of Contract:** Contractor shall commence the Work and shall proceed with due expedition and without delay, from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date of issue of Notice to Proceed.

11.4. Time for Delivery of Work and Extensions Thereof

The time and uninterrupted delivery of Work shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Work before completion of the whole; the contractor shall fully and finally complete the whole of the Work comprised in the contract as per the Delivery and Completion Schedule stipulated in Format 1.1: Description of Work. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of Work, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

11.4.1 Extension Due to Modification

The Engineer-in-Charge might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the Work. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the Work.

11.4.2 Extension for Delay Not Due to Contractor

1) If in the opinion of the contractor, the progress of Work has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Engineer-in-Charge, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the Work:
    a) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or
    b) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or
    c) any act or neglect of Procuring Entity's employees or
    d) delay authorized by the Engineer-in-Charge pending arbitration or
    e) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Engineer-in-Charge or his authorized representative.
    f) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the contractor or
    g) give the necessary notice to commence the Work, or
    h) any other delay caused by the Procuring Entity due to any other cause whatsoever.
2) the contractor may also indicate the period for which the Work is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Engineer-in-Charge shall consider the same and grant such

extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

11.4.3 Extension of Time for Delay Due to Contractor

1) If the contractor fails to deliver the Work within the fixed/ extended period for reasons other than those stipulated in GCC-clause 10.4.1 and10.4.2 above, the Procuring Entity may, if satisfied that the works can still be completed within a reasonable time, extend the period further.
2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 10.5 below.
3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
4) **Inordinate Delays:** Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

11.5. Damages and Deductions Thereof

11.5.1 Right of the Procuring Entity to recover Damages.

Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.

11.5.2 Damages for Shortfall in Performance

The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, but not as a penalty, 0.5% percent (or any other percentage prescribed) of the delivered price (including elements of GST & freight) of the defective Work, If the contractor fails to perform the Work as per Performance Standards and Quality, without having to prove actual loss incurred.

11.5.3 Liquidated damages

1) Subject to GCC-clause 10.4, if the contractor fails to perform the Work within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the **0.5% percent per week Maximum 10% of the final Contract Price**. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 10.5.4 shall also apply.
2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

11.5.4 Denial Clause:

1) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) livable in respect of the Work and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Work, as are delivered after the said date; and
2) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Work delivered after the said date.
3) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or on account of any other Tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

11.5.5 Limit on total Damages

However, deduction on account of damages for delays and performance under this clause GCC 10.5, put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of Contract of Work. Penalties/ liabilities outside this clause shall be covered by clause GCC 13.1.5.

11.6. Suspension of Work

11.6.1 Suspension Ordered by Engineer-in-Charge

the contractor shall, on the order of the Engineer-in-Charge, suspend the progress of the Work or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Engineer-in-Charge. If such suspension is -

1) Provided for in the contract, or
2) Necessary for the proper execution of the Work or because of extraneous conditions or by some default on the part of the contractor and or
3) Necessary for the safety of the Work or any part thereof

11.6.2 Extension of Time and Compensation

the contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Engineer-in-Charge shall extend the time of service for completion of the Work as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Engineer-in-Charge may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.

11.6.3 Suspension Lasting More Than 3 Months

If the Engineer-in-Charge suspends the Work or any part thereof for more than three months at a time, the contractor may serve a written notice on the Engineer-in-Charge requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the Work has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.

11.7. Force Majeure

1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Work arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.
2) Notwithstanding the remedial provisions contained in GCC-clause 10.5 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

12. Prices and Payments

12.1 Prices

12.1.1 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down variations shall also be payable.

12.1.2 Price Variation Clause

1) In case the contract provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:
2) Any increase due to such variations during the extended delivery period, beyond the original delivery period, shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction during this period under the GCC-clause 10.5.4 (Denial Clause).
3) Taxes and duties, if any, chargeable and payable on the Work shall be charged on the nett price after variations.
4) While claiming payments where such variations are applicable, the contractor must submit its calculations for each invoice, even if the payment on account of these variations is nil. Any price reduction due to such variations must be passed on to the Procuring Entity.
5) **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.
6) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.
7) **Base Month and Quarter:** Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of bid submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the varied price shall be the month before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.
8) **Applicability:** If Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery of price variation.

12.2. Taxes and Duties

1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Work to the Procuring Entity. Further instruction, if any, shall be as provided in the SCC.

2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

3) **Payment of GST Tax under the contract:**

   (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Work shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Work only, the location of the procurement office of the procuring entity has no bearing on the invoicing.

   (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.

   (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Work or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.

   (d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Work is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

      i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

      ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.

      iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

      iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

   (e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

   (f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

12.3. Terms and Mode of Payment

1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the contractor's production of all required documents.
2) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract

12.4. Withholding and lien in respect of sums claimed:

1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from -
   a) any security or retention money, if any, deposited by the contractor.
   b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.
2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 12 and/ or 13. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect

of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity or Government.

12.5. Payments to Contractor

12.5.1 Payment Schedule

The Payment Schedule includes a schedule setting out each Milestone Event to be achieved in a month for the Works. The amount of each running bill should not be less than Rs. 0.50 Crores duly acceptable to the employer based on jointmeasurements and quality assurance report.

"The Associate/ Sub-consultant/ Sub-contractor acknowledges that under the present Contract/ Agreement/ Work Order/ Arrangement, WAPCOS is only working intermediary between MoJS/ Government of Bihar/ Government of Jharkhand being Principal Employer/ Client and Associate/ Sub-consultant/ Sub-contractor. Thus the Associate/Sub-consultant/Sub-contractor unconditionally acknowledges that the payments under the present Contract/Agreement/Work Order/Arrangement shall be made proportionately by WAPCOS only on back to back basis i.e. after 21 days subject to receipt of payment from MoJS/ Government of Bihar/Government of Jharkhand (Principal Employer/Client), thenWAPCOS &/or any of its Employee/ Officer shall not be responsible to pay any amount to Associate/Sub-consultant/Sub-contractor. The said condition shall supersede any and all other conditions of Contract/ Agreement/ Work Order/ Arrangement between the parties".

12.5.2 Contractor's Application for Payment

From the date of issue of the Notice to Proceed, on any Business Day of any month, the Contractor may submit a Request for Payment, to WAPCOS Limited Representative in respect of the preceding month.

Within each Request for Payment the Contractor shall show separately:

(i) The amounts which the Contractor claims to be payable as the cost of the Works completed during that month; and

(ii) The cumulative amount of all prior payments made by WAPCOS Limited; and

(iii) Any amounts to which the Contractor considers are due and payable to it inaccordance with the provisions of the Contract

12.6. Completion Certificate and Final payment

12.6.1 Completion Certificate

Upon a written intimation from the contractor, the Engineer-in-Charge shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The Engineer-in-Charge may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Engineer-in-Charge:

1) that the whole of the Work to be done under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed.

2) that they have been inspected by him since their completion and found to be in good and substantial order,
3) that such completed Work have satisfactorily passed any final test or tests that may be prescribed,
4) that all properties, works and things, removed, disturbed, or damaged in consequence of the Work have been adequately replaced and
5) that the contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets,
6) that the contractor has made good and satisfied in conformity with the contract all expenses and demands:

a) Incurred by or made upon by the Procuring Entity.
b) For or in respect of damages or losses from or in consequence of the Work.

12.6.2 Approval Only by Completion Certificate:

No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied Work having been ordered by the Engineer-in-Charge nor shall any other certificate conclude or prejudice any of the powers of the Engineer-in-Charge.

12.6.3 Cessation of Procuring Entity's Liability

After the issue of Completion Certificate, the Procuring Entity shall not be liable to the contractor for any matter arising out of or in connection with the contract for the delivery of the Work, unless the contractor shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

12.6.4 Unfulfilled Obligations

Notwithstanding the issue of Completion Certificate for service, the contractor and the Procuring Entity shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.

12.6.5 Final Payment

The contractor shall submit a Final bill on the Engineer-in-Charge's certificate of completion regarding the Work. The Final payment shall be made as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from him:

1) The total quantity of service executed by the contractor upto the completion date based on the Engineer-in-Charge or his representative's certified measurements.
2) Priced at the rates in the Price Schedule in the contract and for extra works on rates determined under GCC-clause 8.4 of these Conditions.
3) necessary adjustment for any payments already made or retained
4) any deduction which may be made under the contract,

5) a complete account of all claims Contractor may have on the Procuring Entity, and the Engineer-in-Charge gave a certificate in writing that such claims are correct,

12.6.6 No Claim Certificate and Release of Contract Securities

The contractor shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Work are finally admeasured and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

12.7. Defects Liability Period

1) the contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract (or if not specified for 2 Years) from completing the works. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released.
2) During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor.
3) Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or re-perform the Services or parts thereof, free of cost, at the site.
4) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed.

12.8. Payment against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

12.9. Commissions and Fees

The Service Provider shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract.

12.10. The Contractor's Request for Payment shall:

(i) be prepared on forms in the form and in a number advised by WAPCOS Limited

Representative; and

(ii) Contain confirmation of the relevant Milestone Events which, in the opinion of the Contractor have been achieved in that month which applies to each such Milestone Event; and

(iii) be accompanied by:

(a) Copy of relevant records of measurement of works, jointly taken andsigned by both the parties;

(b) a status report describing in such detail as may reasonably request, the percentage of any uncompleted Milestone Event for the month in question and the work to be undertaken by the Contractor prior to the next Request for Payment;

(c) Certification by WAPCOS Limited Representative confirming that the Milestone Events referred to in the Request for Payment have been achieved.

(d) Confirmation by the Contractor of any amounts due and owing from the Contractor to WAPCOS Limited pursuant to the Contract;

(e) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;

(f) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment.

(g) The Contractor's certification that it has reviewed all financial and budget data contained in the Request for Payment;

(h) The Contractor's certification that the quality of all completed Works accords with the requirements of the Contract;

(i) The Contractor's certification that each obligation, item of cost or expense mentioned in that Request for Payment has not been the basis of any previous payment; and

(j) The Contractor's certification that each Subcontractor who performed part of the Works which was included in the immediately preceding Certificates of Payment was paid all amounts then due to it for such Works

(k) The Contractor providing evidence of the validity of the Contractor's Insurances.

(l) Payment shall be made on back-to back basis i.e on release of payment from MoJS/Government of Jharkhand to WAPCOS.

12.10.1 Certificates of Payment

Within [30 (thirty)] Business Days of receipt of the Contractor's Request for Payment under [Contractor's Application for Payment], WAPCOS Limited and WAPCOS Limited Representative shall review such request and, shall issue to the Contractor, a Certificate of Payment certifying what amounts WAPCOS Limited shall pay. Each Certificate of Payment shall be for an amount which in the opinion of WAPCOS Limited, is the basis of the Request for Payment and pursuant to the Contract, is properly due to the Contractor (the "Gross Certifiable Amount") less (i) the cumulative amounts of payments previously certified as due to the Contractor, (ii) any deduction on account of recovery of Advance Payment, and (iii) Retention Amount.

In the event that the Contractor fails to achieve any Milestone Event specified in the Payment Schedule, the Contractor shall not be entitled to the payment value attributable to that Milestone Event until the relevant Milestone Event has been achieved. When the relevant Milestone Event is achieved, the Contractor may include the payment value attributable to the Milestone Event in the next Request for Payment.

No sum shall be included in the Certificate of Payment in respect of Materials yet to be incorporated into the Permanent Works unless the WAPCOS Limited Representative is satisfied

Without prejudice to any other rights of WAPCOS Limited to withhold payment to the Contractor, WAPCOS Limited may withhold from any payment due to the Contractor such amount as WAPCOS Limited deems reasonably necessary or appropriate:

(i) if in the opinion of the WAPCOS Limited Representative the progress of the Works at the time of the Request for Payment is behind the progress of theWorks as set out in the Programme; and/or

(ii) to protect it from any losses, expenses, costs or liability because of any one or more of the following reasons:

- (a) Defects and deficiencies in any Works, whether or not payment hasbeen made;
- (b) Unsatisfactory performance of the Contract;
- (c) the filing of third party claims relating to the Works or any of its commitment parts for which the Contractor is liable;
- (d) The Contractor's failure to make payments to Subcontractors;
- (e) Failure by the Contractor to provide or procure replacement Performance Security in accordance with the Contract;
- (f) Failure by the Contract to provide evidence of insurance coverage in accordance with the Contract;
- (g) Reasonable evidence that Completion will not occur by the Time for Completion;
- (h) Any overpayments made by WAPCOS Limited with respect to a previous payment;
- (i) failure by the Contractor to submit a properly updated monthly Programme; and
- (j) failure by the Contractor to provide satisfactory evidence that the costs of all labour and Materials and other obligations arising out of the Contract have been fully satisfied and discharged by the Contractor and/or to otherwise fail to submit adequate supporting documentation for any Request for Payment.

Any Provisional Sum Works shall only be executed in whole or part upon the WAPCOS Limited Representative's instruction. If the WAPCOS Limited Representative issues no such instruction, the Provisional Sum Works shall not form part of the Works and the Contractor shall not be entitled to payment for it. The Contractor shall be deemed to have allowed the necessary time and resources to enable design and Execution of the

Provisional Sum Works in so far as the scope and nature of the Provisional Sum Works was reasonably foreseeable.

The Contractor shall be entitled only to such amount in respect of the Provisional Sum Works as the WAPCOS Limited Representative determines in accordance with this Clause 5.26.3.6. The WAPCOS Limited Representative shall notify the Contractor of any such determination. The WAPCOS Limited Representative shall have the authority to issue instructions to the Contractor for every Provisional Sum Works for which the Contractor shall be entitled to a part of the Provisional Sum as determined by the WAPCOS Limited Representative.

The Contractor shall produce to the WAPCOS Limited Representative all quotations, vouchers, invoices, accounts or receipts in connection with the expenditure in respect of the Provisional Sum Works, except where the Provisional Sum Works is valued in accordance with the item wise rates quoted by the Contractor in its bid submitted to the Employer.

In respect of every Provisional Sum the WAPCOS Limited Representative shall have authority to issue instructions for the execution of work or for the supply of goods, materials, Plant Sums or services by the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined.

12.11. Payment

WAPCOS Limited shall pay the amount certified in a Certificate of Payment less the amount paid earlier [Certificate of Payment], no later than [15 (fifteen)] Business Days from the date of such Certificate of Payment.

Payment shall be made subject to receipt of corresponding payments from the MoJS/ Government of Bihar/Government of Jharkhand (Principal Employer/Client).

12.12. Final Payment

Within [30 (thirty)] Business Days after receipt of the Defects Rectification Certificate, the Contractor must submit a final payment claim entitled "Final Request for Payment", which must include:

12.12.1 Statements for the Contract Sum, summarizing and reconciling all previous payments made by WAPCOS Limited and adjustments in the Contract Sum;

12.12.2 Such other amounts as the Contractor considers to be due from WAPCOS Limited under the Contract.

Within [45 (forty five] days of the receipt of the Contractor's Final Request for Payment, WAPCOS Limited Representative shall review the statements for the Contract Sum, submitted and issue to the Contractor a Final Certificate of Payment certifying the payment which WAPCOS Limited proposes to make which in the opinion of WAPCOS Limited, on the basis of the Final Request for Payment and the Contract, is due to the Contractor less any amount which WAPCOS Limited is entitled to withhold, return or set off pursuant to the Contract (the "Final Payment").

12.13. Disbursal of Final Payment

The Final Payment shall be paid to the Contractor within [60 (sixty)] Business Days of the notice of the Final Payment.

12.14. Payment shall be made subject to receipt of corresponding payments from the Client.

If the Contractor owes amounts to WAPCOS Limited under the Contract which are greater than the Final Payment, then such excess is a debt due and payable on demand and may be deducted from any payments otherwise due from WAPCOS Limited to the Contractor and WAPCOS Limited may also have recourse to the Performance Guarantee and/or retention provided under the Contract.

12.15. Mode of Payment

All payments under the Contract shall be made in accordance with the method stipulated in Special Conditions of Contract.

12.16. Corrections to Certificates of Payment

WAPCOS Limited Representative may in any Certificate of Payment make any correction or modification that should properly be made in respect of any previous Certificate.

12.17. Currency of Payment

The Contract Price and all payments to be made to the Contractor in respect thereof shall be in the currency set out at Special Conditions of Contract.

12.18. WAPCOS Limited right to set off

WAPCOS Limited shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and set off against any amount due to the Contractor under the Contract, any amount or amounts which the Contractor isliable to pay to WAPCOS Limited under the Contract.

12.19. Advance Payment for Mobilization of works.

Mobilization advance not exceeding 10% of the tendered value may be given, if requested bythe contractor in writing within one month of the order to commence the work. Theadvance shall be in two equal instalments to be determined by the Engineer-in- Charge at his sole discretion. The first instalment of the advance shall be released by the Engineer- in- charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second instalment shall be released by the Engineer-in- Charge only afterthe contractor furnishes a proof of the satisfactory utilization of the earlier instalment to theentire satisfaction of the Engineer-in-Charge. Before any instalment of advance is released, the contractor shall execute a Bank Guarantee Bond from Nationalised bank / Scheduled Commercial for the amount equal to 100% of the amount of advance and valid for the contract period. This (Bank Guarantee from Nationalised bank / Scheduled Commercial for the amount equal to 100% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

The advance payment to the contractor for mobilization of works shall be limited to the percentage (10%), as given in the special conditions of contract. Such advance payment shall also carry an interest as mentioned in the special conditions of contract. The Contractor shall, together with each Request for Payment containing an application for the Advance Payment, provide to WAPCOS Limited an Advance Payment Guarantee from a Nationalised bank / Scheduled Commercial in India to which WAPCOS Limited

has given its prior approval in writing and in a sum equal to the Advance Payment, in the form appearing in ScheduleD [Form of Guarantees]. WAPCOS Limited shall pay the Advance Payment within [7(seven)] days of the receipt of the Advance Payment Guarantee.

Provided always that the Contractor shall not be entitled to submit a Request for Payment containing an application for the Advance Payment until it has demonstrated to the satisfaction of WAPCOS Limited Representative that it has mobilized at the Project Site, consistent with its obligations under the Contract and has complied with its obligations under Clause 5.3.3 [Following the Notice to Proceed].

The Contractor shall maintain each Advance Payment Guarantee so that they shall remain in full force and effect until the expiry of [28 (twenty-eight)] days from the date upon which the full amount of the Advance Payment shall have been repaid after which no claim shall be made against the said guarantee. The cost of obtaining Advance Payment Guarantee shall be at the expense of the Contractor and shall be deemed to be included in the Contract Sum.

The Contractor agrees and acknowledges that following payment by WAPCOS Limited of the Advance Payment and provided that if WAPCOS Limited is unable to deduct the Advance Payment, including the interest as mentioned in the special conditions of contract, WAPCOS Limited at its discretion shall be entitled to demand the repayment of the whole or the remaining balance of the Advance Payment or to deduct so much of the outstanding amount thereof from amounts due and payable to the Contractor until the whole of the Advance Payment is repaid.

In addition to any other rights contained in the Contract, WAPCOS Limited shall be entitledto recover the Advance Payment by making deductions from the Gross Certifiable Amount, or to redeem the Advance payment Guarantee from the issuer bank to recover the balance advance amount payable to WAPCOS Limited.

The advance payment shall be fully repayable to WAPCOS Limited by the contractor, within a specific time, as mentioned in the special conditions of contract, counted from the date of release of such payment. The repayment shall not be linked to the certificate of payments and the same shall be dealt separately through A/c. Payee cheque or demand draft as per the schedule given in the special conditions of contract. The contractor shall submit a fund utilisation certificate, giving details of expenditure of funds, spent towards the mobilization of works, along with the last re-payment schedule.

12.20. Effect of Payment

The contractor, on signing an indenture in the form to be specified by the Engineer - in- charge shall be entitled to be paid during the progress of the execution of the work upto 90% of the assessed value of any materials which are in opinion of Engineer-in- charge non- perishable, non- fragile and non-combustible and are in accordance with theContract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but whichhave not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such shall be recovered/ deducted from the next payment made underany of the clause or clauses of this contract.

The making of any payment shall in no event constitute the acceptance of any Works performed by Contractor pursuant to this Contract.

12.20.1 "On-Account" Payments

The contractor shall be entitled to be paid every month (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Work, as in the opinion of the Engineer-in-Charge, the contractor has executed in terms of the contract during the month. All payments due against the Engineer-in-Charge or his representative's certificates of measurements shall be subject to any deductions, which may be made under the contract, always provided that the Engineer-in-Charge may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Engineer-in-Charge may withhold any certificate if the Work or any part thereof are not being carried out as per the contractual performance standards.

12.20.2 On Account Payments Not Prejudicial to Final Settlement

"On-Account" payments made to the contractor shall be without any prejudice to the final settlement of the accounts (except where measurements are noted explicitly in the Measurement Book as "Final Measurements" and the contractor has signed it such). They shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

12.20.3 Claims for Variations

the contractor shall prepare and furnish to the Engineer-in-Charge once in every month an account giving complete and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer-in-Charge which he has executed during the preceding month and no claim for payment for and such work shall be considered which has not been included in such particulars.

12.20.4 Advance Payments

1) If the contract provides explicitly for Advance Payments to be made to the contractor, the following procedure shall apply:

a) On the request of the contractor, the Procuring Entity shall make the following advance payment (subject to a maximum of 10% (ten percent) of the initial contract price) to the contractor against submission by the contractor of an Unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 100% (one hundred percent) of the amount of the advance payment being requested. Advance payments shall be released in not less than two instalments, commensurate with the progress of work and mobilization of required equipment etc.:

    i) Mobilization advances up to 5% (five percent) of the initial contract price.

2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the contractor shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the contractor's default, the Mobilization Advance and the Equipment Advance shall be deemed an interest-bearing advance at the prevailing rate on the date of such advance payment.
3) the contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses explicitly required for the performance of Work. The contractor shall demonstrate that the advance payment has been used in this way by Utilization certificate enclosing copies of invoices or other documents to the Engineer-in-Charge. Further

instalments shall be released after getting a satisfactory utilization certificate from the contractor for the earlier instalment. In case of Equipment advance, insurance and hypothecation to the Procuring Entity must be ensured by the Contractor.

12.20.5 Preconditions for Passing the Bills

1) The Engineer-in-Charge shall ensure and cross-check with all relevant records before passing the bills of the contractor. Upon verification of the records by Procuring Entity, payments can be released to the contractor.
2) The contractor shall ensure that Minimum gross wages, including ESI, EPF etc., is paid as per the actuals by the contractor to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the contractor fails to pay the gross minimum wages, the same shall be informed to the Regional Labour Commissioner.
3) The Engineer-in-Charge shall ensure that the contractor submits all the relevant records related to statutory obligations and agreement conditions for claiming monthly bills.
4) Procuring Entity shall upload the details of the contractor online on the Employees' Provident Fund Organisation (EPFO) portal. Every month, Procuring Entity may, if required, cross-verify the contractor's monthly statements regarding EPF and other contributions from the EPFO's records online. The contractor must provide documentary evidence to show coverage of all his workers or labour under the schemes.

13 Settlement of Disputes

13.1 GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES

13.1.1 Governing Law: This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.

13.1.2 Exclusive Jurisdiction: Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non convenience, place of suing, or inconvenience.

13.1.3 Exclusion of arbitration & consensual ADR: The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSMED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause below.

13.1.4 The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration

and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

13.2 STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

13.2.1 Tier-I: Dispute resolution by Engineer-in-Charge (EIC)

13.2.1.1 Notice of Dispute: Any Dispute must be notified in writing to the EIC within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.

13.2.1.2 Contents of Notice: The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to WAPCOS.

13.2.1.3 EIC's Decision: The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.

13.2.1.4 Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-ll is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

13.2.2 Tier-II: Departmental Review Committee (DRC)

13.2.2.1 Constitution: A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Financial Account officer, shall independently review disputes escalated from Tier-I.

13.2.2.2 Review Process: The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.

13.2.2.3 Decision & Finality: The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of WAPCOS.

13.2.3 MANDATORY PRE-LITIGATION MEDIATION

13.2.3.1 Obligation to Mediate: Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.

13.2.3.2 Mediation Parameters: Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

13.2.3.3 Approval of Settlement: Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of WAPCOS. The mediator shall be informed at the outset that the authorized representative of WAPCOS does not have the inherent power to bind WAPCOS to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

13.3 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

13.3.1.1 Exhaustion of Remedies: A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.

13.3.1.2 Mandatory Pleadings: Every plaint shall specifically demonstrate compliance with Tier-l, Tier-II, and Tier-Ill requirements. Failure to do so shall render the plaint liable to rejection.

13.3.1.3 Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. WAPCOS shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses.

13.4 GENERAL PROVISIONS

13.4.1 Severability: If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.

13.4.2 Amendment: This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of WAPCOS.

13.4.3 Failure to continue performance shall constitute a material breach entitling WAPCOS to terminate the Contract without prejudice to its other right.

14 Defaults, Breaches, Termination, and closure of Contract

14.1.1 Termination due to Breach, Default, and In Financial liquidity

14.1.1.1 Defaults and Breach of Contract

In case the contractor undergoes in Financial liquidity or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

14.1.1.1.1 **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Work or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

14.1.1.1.2 **In Financial liquidity:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any In Financial liquidity Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

14.1.1.1.3 **Liquidation:** if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

14.1.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

14.1.1.3 Terminations for Default

14.1.1.3.1 **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

14.1.1.3.2 Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

14.1.1.3.3 Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

14.1.1.3.4 All Defect Liability obligations, if any, shall continue to survive despite the termination.

14.1.1.4 Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
2) Recover liquidated damages and invoke denial clause for delays.
3) En-cash and/ or Forfeit performance or other contractual securities.
4) Prefer claims against insurances, if any.
5) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
6) **Risk and Cost Procurement**: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Work similar to those terminated,

with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Work that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

7) Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

14.1.1.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

14.1.2 Termination for Default/ Convenience of Procuring Entity and Frustration

14.1.2.1 Notice for Determination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
4) All Defect Liability obligations, if any, shall continue to survive despite the termination.
5) The Work and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Work and incidental goods/ works, the Procuring Entity may decide:

To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or

To cancel the remaining portion of the Work and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Work and incidental goods/ works.

14.1.2.2 Frustration of Contract

Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

However, the following shall not be considered as such a supervening cause. Lack of commercial feasibility or viability or profitability or availability of funds, if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

14.1.3 Closure of Contract

The contract shall stand closed upon

1) Successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
2) Termination and settlements after that, if any, as per clause 13.1 or 13.2 above.

14.2 Code of Integrity in Public Procurement; Misdemeanours and Penalties

14.2.1 Code of Integrity

15 Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

"Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
"Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;
"Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with

or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

"Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

"Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

"Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

15.1.1 Obligations for Proactive Disclosures:

Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organization from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

15.1.2 Misdemeanours

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

15.1.2.1.1 commits any of the following misdemeanours:

(a) violates the code of Integrity mentioned in GCC-clause 14.1 or the Integrity Pact if included in the Tender/ Contract;
(b) any other misdemeanour, e.g., supply of sub-standard quality of material/ Work/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.

15.1.2.1.2 commits any of the following misdemeanours:

(a) has been convicted of an offence:

under the Prevention of Corruption Act, 1988; or

the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(b) is determined by the Government of India to have doubtful loyalty to the country or on national security consideration.

(c) employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

15.1.3 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

15.1.3.1 if his bids are under consideration in any procurement

15.1.3.1.1 Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.

15.1.3.1.2 calling off of any pre-contract negotiations, and;

15.1.3.1.3 rejection and exclusion of Bidder from the Tender Process

15.1.3.2 if a contract has already been awarded

15.1.3.2.1 Termination of Contract for Default and availing all remedies prescribed thereunder;

15.1.3.2.2 Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

15.1.3.2.3 Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

15.1.3.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

15.1.3.3.1 File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;

15.1.3.3.2 Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.

15.1.3.3.3 Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

15.1.3.3.4 Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

15.1.3.3.5 Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:

a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Section V: Special Conditions of Contract (SCC)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

1. The following clauses under this Special Conditions of Contract (SCC) complements to the corresponding clauses in the GCC. As per GCC, clause 5.1.5 (Priority of Documents), the SCC takes precedence over the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

2. STATEMENTS TO COMPLEMENT THE GENERAL CON DITIONS OF CONTRACT

S. No.	Conditions	Ref. to GCC	Statements
1	Amount of Recoverable advance Payments towards Mobilization of Works/Materials.	11.19	Up to Ten (10) % of the Accepted Contract Price against the BG, amounting to the 100% of advance amount, valid for **24 months** shall be paid on request of the contractor. Such advance shall be in two equal instalments to be determined by the Engineer-in- Charge at his sole discretion. The first instalment of the advance shall be released by the Engineer- in- charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second instalment shall be released by the Engineer-in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalmentto the entire satisfaction of the Engineer-in- Charge. Before any instalment of advance is released, the contractor shall execute a Bank Guarantee Bond from Nationalised bank /Scheduled Commercial for the amount equal to100% of the amount of advance and valid for the contract period. This (Bank Guarantee from Nationalised bank / Scheduled Commercial for the amount equal to 100% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.
2	The Interest Rate	11.19	08 % interest per annum shall be calculated from the date of Payment to the date of Recovery.

3	The Defects Rectification Period, counted from the Date of completion of works (DoCW), as mentioned in the Completion Certificate.	11.7	Two years, covering the entire scope of works as per the contract.
4	Warranty Period (Counted from DoCW)		Minimum of one year for all Equipment's and other bought out items, at the discretion of WAPCOS Limited, if supplied directly by the contractor. The standard warranty period offered by the Manufacturer shall be retained, in case the original warranty period is more than one year.
5	Liquidated Damages	10.53	**0.5% percent per week Maximum 10% of the final Contract Price**. Chief Engineer, North Koel Project, WAPCOS Ltd. shall have the authority to levy such LDs andsubsequent termination of contract
6	WAPCOS Limited Representative for works		Will be intimated to the successful bidder atthe time of issue of NTP/Kick off meeting.
7	Project site		Jharkhand
10	Time for Completion		**03 months (excluding Kharif Period from June to October end)** from the date of issue of Notice to Proceed.
11	Address for Communication		Corporate Office: Chief Engineer, North Koel Project, WAPCOS Limited, 76-C, Sector-18,Institutional Area, Gurugram - 122015 (Haryana)
12	Amount of Performance Guarantee		Three (3) % of the contract price from aNationalised bank / Scheduled Commercial Bank. Theamount shall be rounded-off to Lac, not less than the said amount and shall be released upon issue of completion Certificate.
13	Period of Performance Guarantee		Initially validity period of Performance Guarantee shall be of minimum **05 months** plus **Sixty days** from the actual date of completion of Work or issue of completion certificate whichever is later and shall be submitted within ten days of the date of issue of LOI. **The Claim Period of the said Bank Guarantee should be additional 1 Year after the validity period.**

14	Date of return of the Performance Guarantee		Performance Bank Guarantee will be released after **Sixty days** from the actual date of completion of work or issue of completion Certificate whichever is later.
15	Percentage to be retained as Retention Amount (From Each Package)		2.5% of each Interim Payment Certificate (gross) of the Gross certifiable amount. Retention Amount may be released after completion of work on submission of equivalent amount of Bank Guarantee of Nationalised bank / Scheduled Commercial valid up to defect liability period plus 45 days extra
16	Date of release of the Retention Amount		As per clause 15 of SCC.
17	Property in excavated material		Works shall be as directed by the Engineer In charge/WAPCOS Limited. Any damage caused to the installations on ground/UG shall be repaired at contractor's cost.

18 Key Personnel (Qualification/Experience):

The Following minimum key personnel must be deployed at the project site by the Contractor as per clause 5.16.5 of GCC for Each Package.

If the contractor fails to deploy the staff, a proportionate amount i.e. Rs. 5,000/day for Project Manager, Rs. 2,500/day for Site Engineer and Rs. 3,000/day for Quality Control Expert will be deducted from the contractor's running bill on account of manpower cost. **WAPCOS reserve the right to deploy the deficient personnel onbehalf of the contractor in case the contractor's fails to deploy such staff at site**. In such case all responsibility lies on contractor as if these personnel's were deployed by them.

S. No.	**Position**	**Qualification**	**Total Experience in Construction Industry**	**Number required (Minimum)**
1	Project Manager	Engineering Graduate	15 years	One
2	Site Engineers (Civil)	Engineering Graduate	10 years	One
3	Quality Control Expert	Engineering Graduate	10 years	One

19	Claims		Escalation will be applicable and paid to the contractor as per CPWD clause 10CC as detailed in latest works manual of CPWD for the contract schedule/extended period of the work, if approved by the MoJS and Government of Jharkhand. However, WAPCOS shall not be under any obligation to pay any such claim to the contractor if not approved by the MoJS and Government of Jharkhand.
20	Maximum Liquidated Damages		Maximum 10% of the final Contract Price.

21	Deviations/Variationextent and Pricing		This tender is based upon the estimations of drawings (tentative) enclosed with technical specifications and BOQ. WAPCOS Limited reserves the right to vary any individual item to any extent either positive or negative within the scope of work as defined till 25% within contract price. The decision as to items are within the scope of work shall be of WAPCOS Limited which is final & binding. However in-case of variation in quantity as given in BOQ either positive or negative no rate revision is applicable.
22	Extra/Substituted items and Pricing		• In case of extra item(s) (items that are completely new and non-scheduled item in accordance with the latest SOR of WRD, GoJ), the contractor shall submit proper analysis on the basis of the market rates and as per the provision in the latest SOR and shall be paid in accordance with rate approved by WAPCOS. • In case the extra item being the Scheduled item in accordance with latest SOR, these shall be paid as per theprovision in the latest SOR and as per approved by WAPCOS. The final rate achieved in this case will be increased ordecreased on same percentage of total cost quoted by contractor in respect to NIT cost during tendering process.
			• The specification mentioned in Tender may substituted as per the requirement of Owner/WAPCOS. • In case of substituted item(s) (schedule item in accordance with the latest SOR WRD, GoJ, these shall be paid as per the latest SOR and as approved by WAPCOS. The final rate achieved in this case will be increased or decreased on same percentage of total cost quoted above or below by the contractor in respect of NIT cost during tendering process. • In case of substituted item(s) (items that are completely new and non-scheduled item in accordance with the latest SOR of WRD, GoJ), the contractor shall submit proper analysis on the basis of the market rates and as per the provision in the latest SOR and shall be paid in accordance with rate approved by WAPCOS.
23	Terms of Payment		All the payment for the works will be paid against running bill after applicable/statutorydeductions.

24	Mode of Payment		By Electronic Transfer
25	Currency of Payment		Indian Rupee Only.
26	Recovery of recoverable advance amount towards Mobilization of works		Recovery of Advance amount towards mobilization shall be commenced after 10% of Work is completed and the entire amount together with interest at the rate 08% shall be recovered by the time 80% of the work is completed.
			(i) Secured Advance on the Security of materials brought to site may be made to the Contractor for Items which are to beused on work, supported by relevant quarterly test reports. (ii) WAPCOS can sanction the secured advance up to an amount not exceeding 75% of the value of the materials as assessed by the Engineer -in-Charge, or an amount not exceeding 75% of the material element cost in the tendered rate of the finished itemwork, Whichever is lower (iii) Recoveries of advances so made shall not be postponed until the whole of the work entrusted to the contractor is completed. Recoveries shall be made from the bills for work done as materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for. (iv) Secured advance shall be granted only for non-perishable non-fragile and non- combustible items
27	Contractor's obligations		Without limiting its obligations under the Clause 5.6 [The Contractor], the Contractor is also required to follow the guidelines as advised by Ministry of Tribal Affairs, Government of India; a) Small contracts upto Rs. 30 Lacs should be reserved for PAFs. Registration as Contractor may not be insisted upon b) Vehicles to be hired from PAFs and the hiring rates should be at least 25% higher than those fixed by the DC for the area c) All PAFs should be allowed free of cost lifting of spare utilizable debris and other material d) Scrap disposal from the Project – Inthe construction phase as also in the operation phase, allow/reserve the auction only for PAFs e) Foreshore Cultivation should be allowed to PAFs exclusively without any charge, provided it is safe for them f) Preventive measures as well as remedial measures must be taken at project costs for water charging induced slope destabilization – i.e. land sinking, slope failure around reservoir. Contracts for all such works

			to be assigned to PAFs g) Present and future need of drinking water for the PAFs to be met even if tapping is required from the proposed reservoir. It must be treated as a matter of their right. h) Following arrangements should be made to ensure health facilities to PAFs: • Periodic free of cost health check-up • Project staff and labour to undergo periodic health check- up to prevent spread of any possible communicable diseases • Arrangements for running mobile health facilities with qualified personnel and necessary equipment should be made, until health infrastructure improves. i) Frequency and places (with timings) must be decided in consultation with PAFs or their Gram Sabha and displayed prominently at appropriate places j) Training in life saving skills – since reservoir would be a new geomorphological feature in the localhabitat, most of the villagers and children need to learn swimminglessons. Further, it will help in boating and recreation related activities, besides in fishing (new proposed occupation/ supplement to livelihood). Assistance in acquiring boats with lifeguards should be provided k) Access to project communication facilities may be extended to PAFs in emergency and in the case of dire need l) PAFs must be part of disaster preparedness and requisite trainingmust be given to them in this regard m) If downstream releases are to be regulated as per grid requirements, the natural flow and patterns will be altered. Hence, prior to releasing water from dam/barrage, adequateand effective warning system has to be put into place so that local communities and visitors may be made aware to avert (Larji HEP type – June 2014, Kullu, HP) tragedies

<table>
<tr>
<td>28</td>
<td>Amenities</td>
<td></td>
<td>Full-fledged Material Testing Laboratory, Furnished office accommodation, & mobility and communication to be provided by the contractor to WAPCOS. Further it is stated that “On account of furnished Project office equipped with all facilities such as telephone, fax, internet, photocopier, computer/laptop & printer along with operator, regular electric & purified drinking water supply and inspection vehicle etc. as per requirement of the project an amount equal to X% (As detailed below in table) of gross bill from all running account & final bill will be recovered in case of failure of the Contractor to provide these facilities.

The contractor shall also make sufficient arrangement for photography/ videography preferably by maintaining camera/video camera at site so that photographs can be taken of a specific activity at any point of time. The contractor shall also provide software like MS-Project etc. for the purpose of preparing progress report etc.”
<table>
<tr><th>S. No.</th><th>Project Cost</th><th>Percentage deduction in lieu of amenities (X %)</th></tr>
<tr><td>1.</td><td>Up to 5 Crores</td><td>2%</td></tr>
<tr><td>2.</td><td>Between 5 Crores to 100 Crores</td><td>1%</td></tr>
<tr><td>3.</td><td>Above 100 Crores</td><td>0.5%</td></tr>
</table>
Additional access and facilities

The Contractor shall bear all costs and charges for any access required by it additional to those provided by WAPCOS Limited. The Contractor shall provide at its cost any additional facilities outside the Project Site as may be required by it for the purposes of the Works and the performance of its obligations under the Contract, provided that the Contractor shall obtain the prior written consent of the WAPCOS Limited Representative. The Contractor shall allow access to and use of the Project Site/ Project Facility for laying/installing telegraph lines, electric lines or for such other public purposes as WAPCOS Limited or any Statutory Authority may specify.</td>
</tr>
</table>

29	**Minimum Machinery to be deployed during Execution for timely completion**		

Sr. No.	Type	Nos.
1.	Paver Set	1
2.	Excavator	3
3.	Dumper	2
4.	Compactor (for Bed/Side Slopes)	2
5.	Concrete Mixer	2

(Ref ITB-clause 9.2)

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

GCC Clause No.	Topic	To be Read as
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.1, 1.2, 1.3, 1.4	General	*[Add additional Abbreviations if any]*
2.1	Language of Contract	**English**
3.1	Governing Laws and jurisdiction	*[Mention any deviations from the clause]*
4.1, 4.3	Communications and notices	*[Add additional communication requirements if any]*
4.2	Persons Signing Communications	*[Mention any deviations from the clause]*
GCC 5 and 6: Contractor's and Procuring Entity's Obligations		
5.7.	Confidentiality and Secrecy of information	*[Mention confidentiality or secrecy requirements, if any. If the official secrets act covers the contract, please prominently mark Contract and correspondence as Secret]*
5.8	Performance Bond/ Security	*[Add additional information if any]*
6.1, 6.2, 6.3	Facilities, Utilities to be provided by Procuring Entity	*[Add additional information if any]*
GCC 7 and 8: Scope of Work, Performance Standards and Quality Assurance		
7.2 and 7.3	Performance Standards, Quality Assurance	*[Add additional information if any]*
7.4	Eligible Work	*[Add additional information if any]*
7.5	Quantity Tolerance	*[Add additional information if any]*
7.6	Contract Period and Option Clause	*[Add additional information if any]*
8.3.1	The threshold for maximum variation	*[Add additional information if any]*
GCC 9: Deployment of Resources		

9.2	Labour Codes and related Obligations	*[Mention any deviations from the clause]*
GCC 10: Delivery of Work and Delays		
10.1	Works Programme	*[Add additional information if any]*
GCC 11: Prices and Payments		
11.1.2	Price Variation Clause	*[Add additional information if any, include Price Variation Formula and applicable indices]*
11.3	Mode of Payment	**By Electronic Transfer**
11.5	Payment to Contractors	**All the payment for the works will be paid against running bill after applicable/statutory deductions.**
11.6	Completion Certificate and Final Payment	*[Add additional information if any]*
11.7	Defects Liability Period	**Defect Liability Period should be 2 year from the date of handover**
GCC 12 Resolution of Disputes		
12.2	Excepted Matters	*[Mention any change in excepted matters if any]*
12.5	Arbitration	*[Mention any change in Arbitration parameters if any]*
GCC 13 Defaults, Breaches, Termination and Closure of Contract		
13.1.4-7)	Risk and Cost Procurement	**In the event of the unsatisfactory/ delayed completion of the contractor, WAPCOS Limited shall have the right to get the work done from the market at the risk and cost of the successful bidder.**

Section V: Schedule of Requirements

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

(Ref ITB-clause 9.2)

Note for Bidders: Regarding this Schedule, Bidders must fill Form 2: 'Schedule of Requirements - Compliance' and Form 2.1: 'Work Plan' with their Technical Bids.

Background of Work

Background of Procuring Organisation and Work and impact on Procuring Organisation's performance/ objectives;
Purpose and Service Outcomes Statement
Short Description and Scope of Work
Contract Period: *[Unless otherwise stipulated in TIS/ AITB, the period for which Service shall be Contracted shall be one year from the date of Contract, with a provision for extension for four months (unless otherwise stipulated in TIS/ AITB) after that.]*
Form of BOQ/ Contract – *Percentage-Based]*
Deliverables/ Outcomes and Timelines (frequency) thereof: *[including reports/ reporting, Milestones]*
Facilities and Utilities to be provided by the Employer to service provider at Site: *[Indicate if any facility/ utility (Documents, Medical facilities, Rooms, Furniture, access to IT Work, Electricity or Water connection etc.), would be made available to the successful bidder to carry out the service. Especially mention facilities and utilities which shall not be provided or the facilities which would be provided on a chargeable basis.]*
Institutional and organisational arrangement for Work

Counterpart Engineer-in-Charge (or Contract management Team) of the Procuring Entity:
Chain of Command for reporting and monitoring:
Interim/ ultimate beneficiaries(s) of Work

Statutory and contractual obligations to be complied with by the contractor: *[Indicate compliance required for various statutory provisions (other than those mentioned in Tender Document) relating to labour codes, taxation, Private Security Agencies, Environmental Protection and Hazards Materials handling, Mining, Forest clearance, Employment reservations and employer's regulation about safety, security, confidentiality etc., so that price implications and compliance are taken care of by the bidder.]*
Insurances: *[Required to be taken by the contractor]*

Schedule V-1: Work Plan

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

(Ref ITB-clause 9.2)

{Note for Procuring Entity: Add additional details notes regarding Work and Activities, which are more relevant here than in 'Background of Work' or which are not covered elsewhere Tender Documents}

Form of BOQ/ Contract		*[Time-based (inputs admeasurement) or Unit-Rate (Output admeasurement) or Indefinite-delivery (Rate-contract/ On-call) or Lumpsum or Percentage-Based]*						
Work Plan								
Contract Period		***[one year from date of Contract]***	**Extendable by**			***[Four Months beyond Contract Period]***		
Tender Title			**Tender Reference No**			WAP/NK/JHK/BALANCE/LMC/2026		
Service Sr	**Activity Sr**	**Description and Scope of Work; Outcomes, Deliverables, reports**	**Frequency/ Shifts, Timelines Milestones**	**Quantum**	**Units**	**Minimum Local Content (%)**	**Service Site/ State**	**GSTIN**
1	2	3	4	5	6	7	8	9
Schedule	**1**	***[Description of Schedule]***						
Service 1.1		***[Description of Service]***						
	1.1.1							
	1.1.2							
	1.1.3							
Service 1.2		***[Description of Service]***						

	1.2.1							
	1.2.2							
	1.2.3							

Service Sr	**Activity Sr**	**Description and Scope of Work; Outcomes, Deliverables, reports**	**Timelines and Milestones**	**Quantum**	**Units**	**Minimum Local Content (%)**	**Service Site/ State**	**GSTIN**
1	2	3	4	5	6	7	8	9
Schedule	**2**	***[Description of Schedule]***						
Service 2.1		***[Description of Service]***						
	2.1.1							
	2.1.2							
	2.1.3							
Service 2.2		***[Description of Service]***						
	2.2.1							
	2.2.2							
	2.2.3							

1) Required Timelines for Performance of Work: *[If not covered in Background]*
2) Outcomes, Deliverables, reports, timelines, milestones etc.: *[If not covered in Background]*
3) Scope of Work: *[including Incidental Works/ Goods, If not covered in Background]*
4) Description/ Scope of Service: *[indicate what is (and more important – what is not) included in the Work and conditions under which Work are to be performed]*;
5) Frequency, Shifts, Quantum and Length/Duration of Activities:

Section VI: Performance Standards and Quality Assurance

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

(Ref ITB-clause 9.2)

[Note for Procuring Entity: Indicate here overall and/ or Activity-wise (as required)

15.1.3.3.6 Performance standards/ Service Levels; functional/ technical specifications (indicate quantitative and qualitative parameters/ limits/ thresholds for performance)

15.1.3.3.7 Any Service Level Agreement, if required, say for the outsourcing of Work

15.1.3.3.8 Key Performance Indicators indicating how measurement, reporting, and tracking of performance parameters would be done for Quality Assurance and Monitoring of Service (Indicate procedure for quality assurance and monitoring of Work, including institutional or third-party arrangements for this purpose)

15.1.3.3.9 Procedure for resolution and escalation procedures in case of deficiency in performance/ quality/ service levels.

15.1.3.3.10 Sub-Schedules, if relevant, may be filled as follows:

15.1.3.3.10.1 Work Plan,

15.1.3.3.10.2 For forms of BOQ/ Contract other than Time-Based, Key Inputs deployments (Key Personnel Deployment, Critical Equipment Deployment and Critical Materials Deployment) may not be essential – but list these if required to achieve the performance standards and quality. If the service is not dependent on any of the key input, that may be omitted.]

Note for Bidders: Regarding this Schedule and its sub-schedules, Bidders shall submit the following forms, as relevant for the form of BOQ/ Contract, or if asked:

1) Form 3: Performance Standards and Quality Assurance - Compliance

15.1.3.3.11 Form 3.2: Work-Plan

15.1.3.3.12 Form 3.3: Personnel Deployment plan

15.1.3.3.13 Form 3.4: Equipment Deployment plan

15.1.3.3.14 Form 3.5: Materials Deployment Plan

Performance Standards and Quality Assurance

Schedule-1:

Service 1.1: …….

Activity 1.1.1…….

Activity 1.1.2…….

Activity 1.1.3…….

Service 1.2: …….

Activity 1.2.1…….

Activity 1.2.2…….

Activity 1.2.3…….

Schedule- 2:

Service 2.1: …….

Activity 2.1.1…….

Activity 2.1.2…….

Activity 2.1.3…….

Service 2.2: …….

Activity 2.2.1…….

Activity 2.2.2…….

Activity 2.2.3…….

Section VII: Qualification Criteria

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

(Ref ITB-clause 9.2)

[Note for Procuring Entity: Retain or change the relevant variables in the 2nd column and covert the font to regular and black. Procuring entity should specifically mention if any and to what extent dispensation from qualifying criteria shall be permissible for under ITB 4.3.2-2) and to MII-JVs under ITB 4.1.8-2)

Note for Bidders: Regarding this Schedule, Bidders shall submit the following forms, considering necessary for the stipulated form of BOQ/ Contract.

Form 4: Qualification Criteria - Compliance
Form 4.1: Performance Statement
Form 4.2: Non-performance, Litigation Statement
Form 4.3: Financial Capability Statements
Form 3.3: Personnel Deployment Plan
Form 3.4: Equipment Deployment plan

Relevant Date when the specified period ends for different supporting reports shall be:

1) For all annual reports, periods mentioned are ending with the financial ***[31st March]*****.**
2) For other statements, periods mentioned end on the month before the last date of bid submission.

Criteria 1 - Experience and Past Performance:	Relevant variables	Please submit evidence in
a) **Similar Experience:** 100% Completed similar works during last 7 years should be either of the following: - Three similar completed works each costing not less than the amount of Rs. 2.38 Crores; or Two similar completed works each costing not less than the amount of Rs. 2.98 Crores; or One similar completed work costing not less than the amount of Rs. 4.77 Crores; **Here "Similar work" refers to Construction of Irrigation projects (including Earthwork & CC Lining of Canals and Canal Structures such as CD Work, Bridges, Regulators, Falls, etc.) for any Central Govt. /State Govt. /PSU or any Govt. Authority.**		Form 4.1: Performance Statement.

(Completion Certificate of Executed works need to be enclosed along with work order/agreement as proof of completion)		
b) **Nonperforming Contracts and Litigation:** Bidder shall furnish documentary evidence to demonstrate that. i) Non-performance of a contract did not occur within the last 5 years, based on all fully settled disputes or litigation information. ii) Financial implications of all pending litigation shall in total not exceed 10% of the Bidder's net worth. iii) Failure to sign a contract after receiving a notice of award has not occurred in the past 5 years.		Form 4.2: Non-performance, Litigation Statement
Criteria 2 – Performance Capability		
[In case of Time based (Input Admeasurement), list here key personnel and critical equipment critical for the performance of Work to the desired quality and standards. These criteria may not be essential for other forms of BOQ/ Contract, but List these if required. If the service is not dependent on Key Personnel and/ or Critical Equipment, these may be omitted.]		
a) **Key Personnel:** Bidder shall furnish documentary evidence that it would deploy (employed, hired) Key Personnel (as stipulated in Section VIII-1 below) needed to perform the Service to the specified performance standards.		Form 3.3: Personnel Deployment Plan
b) **Critical Equipment:** Bidder shall furnish documentary evidence that it would deploy (own, hire, lease) Critical Equipment (as stipulated in Section VIII-2 below) needed to perform the Service to the specified performance standards.		Form 3.4: Equipment Deployment Plan
Criteria 3 - Financial Capability		
Note: Bidder shall furnish documentary evidence to demonstrate his current Financial Capability and demonstrate it as per the following sub-criteria. a) **Financial Viability** i) The average coefficient of Current ratio (Current Assets / Current Liabilities): Greater than 1 ii) The average coefficient of Debt ratio (Total Debt / Total Assets): Less than ***50%*** **Turnover:** Minimum average annual financial turnover of Rs. 1.79 Cr from construction works during immediate last three (3) consecutive financial years ending March, 2025		Form 4.3: Financial Capability Statements

Financial Liquidity: i) Access to Funds: Bidder should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, to meet 3 months' cash flow of the estimated bid value net of applicant's commitments in this period for other contracts. ii) The net worth: The Net Worth of Bidder firm (or principal of authorised representative) should not be negative on 'The Relevant Date' and should not have eroded by more than 30% in the last 3 years.		

Note to Bidder:

1) The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by Bidder along with the bid. Banking reference (from a Scheduled Bank in India, and it should not be more than 3 months old as on date of bid submission) should contain in clear terms the amount that the bank shall be in a position to lend for this work to the applicant/ member of the Joint Venture/ Consortium. If the Current Net Assets (as seen from the Balance Sheets) are negative, only the Banking references shall be considered. Otherwise, the aggregate of the Current Net Assets and submitted Banking references shall be considered for working out the Liquidity. Failure to submit any of the two documents as evidence of financial capacity may result in the rejection of the bid. The statement must be counter-signed by an authorized representative of the Bidder.
2) Subcontractors' experience and resources shall not be considered in determining the Bidder's compliance with the qualifying criteria unless otherwise stated in the Qualification Requirements above.

Section VII-1: Key Personnel Details

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

[Note for Procuring Entity: In case of Time based (Input Admeasurement), indicate only key Personnel required (Managers/ Supervisors/ Executives/ Specialists/ Technicians) for each location, estimated number, and length of engagement to carry out the Work to the desired quality and standards. No need to list non-key personnel. This sub-schedule may not be essential for other forms of BOQ/ Contract, but List these if required. If the service is not dependent on Critical Materials, this may be omitted.]

Note for Bidders: Fill up Form 3.3 Personnel Deployment Plan regarding this Schedule where besides key personnel, he shall also quote the number of non-key staff required category-wise to perform the Work to the required performance standards and quality.

Following is an estimate of the minimum number of key personnel necessary to perform the Work to the required performance standards and quality. Bidder, if deemed necessary, may quote more numbers of key personnel.

Key Personnel Details				
Tender Title				
Tender Reference No		WAP/NK/JHK/BALANCE/LMC/2026		
Sr. No.	**Position/ Location**	**Qualification/ Certification/ Licence/ Training**	**Work Experience in similar position & Projects (Yr.)**	**Work Experience Total (Yr.)**
1	2	3	4	5
1				
2				
3				
4				
5				
6				

Section VII-2: Equipment List

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Equipment Details			
Sr. No.	**Description / Category**	**Specifications/ Capacity/ Condition and Age**	**Location**
1	**2**	**3**	**4**
1.			
2.			
3.			
4.			
5.			
6.			

BIDDING FORMS

Form 1: Bid Form (Covering Letter)

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid, along with supporting documents, if any)

(on Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

To

The Chief Engineer, North Koel Project, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Your Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the performance of Work and incidental Goods/ Works in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Our Credentials:**

   a) We are submitting this bid -

   ☐ on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

   Or

   ☐ as agents/ associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals).

   b) We…….. hereby certify that ☐ We/ ☐ Our Principals M/s …….. are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at ----------.

2) **Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance. We authorise the Procuring Entity to contact our Banker to seek references and clarifications.

3) **Our Bid to deliver Work:**

We offer to deliver the subject Work of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Performance Standards and Quality Assurance - Compliance' (and its sub-forms).

4) **Prices:**

We hereby offer to perform the Work at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

(a) based on terms of delivery and delivery schedule confirmed by us; and
(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
(c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
(d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

    i) those prices; or
    ii) the intention to submit an offer; or
    iii) the methods or factors used to calculate the prices offered.

(e) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) **Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6) **Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security'.

7) **Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto -------, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) **A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

10) **Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) **Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) **Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

Form 1.1: Bidder Information

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) **Bidder/ Contractor particulars:**

Name of the Company:…….
Corporate Identity No. (CIN): ……..
Registration, if any, with The Procuring Entity: ……..
GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
Place of Registration/ Principal place of business" …….
Complete Postal Address: ……..
Pin code/ ZIP code: ……..
Telephone nos. (with country/ area codes): ……
Mobile Nos.: (with country/ area codes): ……..
Contact persons/ Designation: ……..
Email IDs: …….

Submit documents to demonstrate eligibility as per NIT-clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) **Taxation Registrations:**

a) PAN number: ……..
b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): ……..

c) GSTIN number: …… in Contractor and Service Site States
d) Registered/ Certified Offices from where the Work would be supported and Place of Service Site for GST Purpose: ……..
e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) **Trade Registrations and Licences**

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

☐ EPF

☐ ESI

☐ Labour Licence

☐ Any other required ----------.

4) **Authorization of Person(s) signing the bid on behalf of the Bidder**

a) Full Name: _____
b) Designation: _____
c) Signing as:

☐ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,

☐ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

☐ A Society. The person signing the bid is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

5) **Bidder's Authorized Representative Information**

a) Name:
b) Address:
c) Telephone/ Mobile numbers:
d) Email Address:

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

Form 1.2: Eligibility Declarations

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

Legal Entity of Bidder:_____
Bidder/ Agent Status: _____
We solemnly declare that we (including our affiliates or subsidiaries or constituents):

(f) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

(c) (including our Contractors/ subcontractors for any part of the contract):

i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or

ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

(d) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

(e) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

(f) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

(g) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

2. *"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

(d) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) **Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

☐ Class-I Local Supplier/

☐ Class-II Local Supplier/

☐ Non-Local Supplier.

b) **We also declare that.**

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Work, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Work.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

…….

[name & address of Bidder and seal of company]

DA: As in Sr 9 to 13 above, as applicable

Form 2: Schedule of Requirements - Compliance

Work Plan

(Ref ITB-clause 9.2, Schedule VI-1: Work Plan)

(To be submitted as part of Technical bid)

(Along with supporting documents, if any)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Contract Period->			**Contract Period Extendable by ->**							
Service Sr	**Activity Sr**	**Description and Scope of Work; Outcomes, Deliverables, reports**	**Frequency/ Shifts, Timelines Milestones**	**Quantum**	**Units**	**Local Content (%)**	**HSN Code**	**[5]GST %**	**Service Site/ State**	**Bidder's GSTIN**
1	2	3	4	5	6	7				
Schedule	**1**	***[Description of Schedule]***								
Service 1.1		***[Description of Service]***								

[5] Mention total % and breakup into CGST, SGST, IGST, Cess etc.

	1.1.1									
	1.1.2									
	1.1.3									
Service 1.2		*[Description of Service]*								
	1.2.1									
	1.2.2									
	1.2.3									
Service Sr	**Activity Sr**	**Description and Scope of Work; Outcomes, Deliverables, reports**	**Frequency/ Shifts, Timelines Milestones**	**Quantum**	**Units**	**Local Content (%)**	**HSN Code**	**[6]GST %**	**Service Site/ State**	**Bidder's GSTIN**
1	2	3	4	5	6	7				
Schedule	**2**	*[Description of Schedule]*								
Service 2.1		*[Description of Service]*								
	2.1.1									
	2.1.2									
	2.1.3									
Service 2.2		*[Description of Service]*								
	2.2.1									
	2.2.2									
	2.2.3									

[6] Mention total % and breakup into CGST, SGST, IGST, Cess etc.

Note: Bidders must fill up this Form regarding 'Work Plan' in Section VI: 'Schedule of Requirements' maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard. Include details:

1) Description/ Scope of Service (indicate what is (and more important – what is not) included in the Work and conditions under which Work are to be performed);
2) Outcomes, Deliverables, reports etc.
3) Frequency/ Quantum/ Length & Duration of Activities

Deviations from Schedule of Requirements

(Ref ITB-clause 9.2, Schedule VI: Schedule of Requirements)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Highlight in this Form any deviations, if any, from Section VI: Schedule of Requirements, Background and Work Plan. For clarity, you may add your Background.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: Schedule of Requirements, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

……..

[name & address of Bidder and seal of company]

Form 3: Performance Standards and Quality Assurance - Compliance

(Ref ITB-clause 9.2, Schedule VII: Performance Standards and Quality Assurance)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Performance Standards and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Form 3.2: Work-Plan

(Ref ITB-clause 9.2, Schedule VII-2: Work Plan)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Show the timelines and milestones of performance and delivery of activities, bringing out the dependencies and sequencing of activity. Work Plan may be preferably in a Gantt Chart format.

Form 3.3: Personnel Details

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: _____

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

A. Key Personnel

No.	Position/ Location	Man-Months	Name	Qualification/ Certification/ License/ Training	Work Experience in a similar position in similar Projects (Yr.)	Work Experience Total (Yr.)
1						
2						
3						
4						
5						
6						

CVs of Key Personnel

Name of Bidder		
Position		
Personnel information	Name:	Date of birth:
	Qualification/ Certification/ License/ Training	
Present employment	Name of employer:	
	Address of employer:	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer
Summarize professional experience over the last 10 years, in reverse chronological order. Indicate technical and managerial experience relevant to the project.		

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

B. Non-key Personnel

Sr. No.	Staff Category	Skill/ Experience/ Qualification	Nos to be Deployed/ Location	Man-Months

Form 3.4: Equipment Details

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: _____

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Equipment Details				
Equipment	**Description/ Category**	**Specifications/ Capacity/ Condition and Age**	**Ownership Details**	**Number**
1	2	3	5	6
Critical Equipment Details				
1.				
2.				
3.				
Other Equipment Details				
1.				
2.				
3.				

Form 4: Qualification Criteria - Compliance

(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(Along with supporting documents, if any)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidder: Furnish stipulated documents in support of the fulfilment of qualifying criteria. The list below is indicative only. You may attach more documents as required. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.

Summary of Response to Qualification Criteria

Criteria 1 - Experience and Past Performance:	**Summary**
Similar Experience (as per Form 4.1)**:** Number of contracts (at least [100] percent completed) of a nature and complexity equivalent to the Work over the last [7] years	
Nonperforming Contracts and Litigation: (as per form 4.2) Number of non-performance of contracts within the last five (5) years Value of All pending litigation as a percentage of the Bidder's net worth. The number of occurrences of failure to sign a contract after receiving a notice of award in the past five (5) years	
Criteria 2 – Performance Capability	
Key Personnel: Capability to deploy Key Personnel needed to perform the Service to the specified performance standards. (Details given in Form 3.3)	Yes/ No
Critical Equipment: Capability to deploy (own, hire, lease) Critical Equipment needed to perform the Service to the specified performance standards. (Details given in Form 3.4)	Yes/ No
Criteria 3 - Financial Capability: (as per form 4.3)	

Financial Ratios The average coefficient of the Current ratio The average coefficient of Debt ratio **Average Turnover:** Within last (3) years **Financial Liquidity:** Overall cash flow requirements for this Contract and our current commitments Access to cash-flow	

Note: Bidders shall provide such evidence of their continued qualification to perform the Work (including any changes in their litigation history) in a manner satisfactory to the Procuring Entity, as the Procuring Entity may reasonably request at any time before the award of contract.

15.1.3.3.15 Documents Attached supporting the compliance to qualification criteria:

Sr. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

[name & address of Bidder and seal of company]

DA: As above, if any

Form 4.1: Performance Statement

Statement of Performance of Work during Last Five Years and Outstanding Current Orders
(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidder: Bidder must fill in this form to prove conformance to Criteria 1 – Experience and Past Performance in Section VIII – Qualification Criteria. Mention contracts in which Bidder is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/ attached here.

Contracting Entity – Name and Address	**Contract Title, Number and Date**	**Role in Contract**	**The total value of the order**	**Status as on date ----**

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

…….

[name & address of Bidder and seal of company]

DA: Performance records/ contracts

Form 4.2-Non-performance, Litigation Statement

(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Fill this Form for Bidder and each member of a joint venture or other association that is a party to Bidder to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

Non-Performing Contracts as per Criteria 1 (b) Section VIII, Qualification Criteria			
❑ Contract non-performance did not occur during the five years before the deadline for the bid submission as per the above criteria **Or** ❑ Contract(s) not performed during the five years before the deadline for the bid submission as per the above criteria are listed below			
Year	**Non performed a portion of the contract**	**Contract Identification**	**Total Contract Amount**
[insert year]	*[insert amount and percentage]*	Contract identification: *[indicate complete contract title, number, and any other identification]* Name of institution: *[insert full name]* Address of institution: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of Bidder in a manner that may adversely affect the Bidder's ability to satisfy any of its obligations under the contract as per Section VIII. Qualification Criteria

Note: Bidder and each member of a Joint Venture/Consortium making up a Bidder must complete this table

☐ No **Or** ☐ Yes

If Yes, Describe:

Year	**Matter in Dispute**	**Contract Identification**	**Value of Award (Actual or Potential) Against Bidder**
[insert year]	*[insert amount and percentage]*	Contract identification: *[indicate complete contract title, number, and any other identification]* Name of institution: *[insert full name]* Address of institution: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

.

Form 4.3-Financial Capability Statements

(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note to Bidders: Fill this Form for Bidder and each member of a joint venture or other association that is a party to Bidder to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

Form 4.3.1: Financial Statements and Ratios

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form.

Financial Data for Previous Three (3) Years			
	Year 1:	**Year 2:**	**Year 3:**
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Financial Ratios (Bidders to fill this table. The Procuring Entity shall verify during the review process**)**			
Current Ratio			
Debt Ratio			

- ❑ Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements supported by tax returns) as indicated above, complying with the following conditions.
  - All such documents reflect the financial situation of Bidder or a member of a Joint Venture or other Association and not a sister or parent company.
  - A Chartered accountant must audit historical financial statements.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form 4.3.2: Average Annual Turnover

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms.

Annual Turnover Data for the Last Three (3) Years	
Year	**Turnover Amount**
Average Annual Construction Turnover	

Form 4.3.3: Financial Resources

(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(Along with supporting documents, if any)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form, specifying 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 cash flow demands of the subject Contract or contracts as indicated in Section VII: Qualification Criteria.

No.	Source of Financing	Amount (Rs Lakh)
1		
2		
3		
4		

Note: Attach Supporting Documents – i.e., Statement from Bankers etc.

Form 4.3.4: Current Contract Liabilities/ Works in Progress

(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note: Each Bidder and each member of a Joint Venture/Consortium making up a Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Title, No., and date of Contract	**Contracting Entity; contact details**	**Value of outstanding work Rs Lakh**	**Estimated completion date**	**Avg monthly invoicing over last six months (Rs Lakh)**
Total Monthly Commitment				

Form 5: Terms and Conditions - Compliance

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

…….

…….

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

Form 6: Checklist for Bidders

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4.	Copies of	
4.a	Self-attested copy of Registration certificates etc., of the agent/ dealer.	
4.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper	
5.	Form 2: Schedule of Requirements - Compliance	
6.	Form 3: Performance Standards and Quality Assurance - Compliance	
6.a	Form 3.2, 3.3, 3.4, and 3.5 to support Form 3	
7.	Form 4: Qualification Criteria - Compliance	
7.a	Form 4.1, 4.2, 4.3 to support Form 4	

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
8.	Form 5: Terms and Conditions - Compliance	
9.	Form 6: This Checklist	
10.	Form 7: Documents relating to Bid Security	
11.	If applicable, Form 8: Duly signed Integrity Pact, If stipulated in AITB.	
12.	Price Schedule (BOQ) Excel Sheet downloaded from the Portal and filled and uploaded	
13.	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of…….

[name & address of Bidder and seal of company]

Form 7: Documents Relating To Bid Security

Note: Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

To

Procuring Authority

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Tender Document No. Tender No./ xxxx; Tender Title: _____

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

4) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
5) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:

   (e) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
   (f) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

   (g) of cancellation of the entire tender process or rejection of all bids or
   (h) of the name of the successful bidder or

2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of…….

[name & address of Bidder and seal of company]

Dated on ……. day of …….. [insert date of signing]

Place……[insert place of signing]

DA:……

Form 8: Integrity Pact

(If stipulated in TIS, ref Claus 8.2.1 of ITB)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand"

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____202__ at _____, India.

BETWEEN

Procuring Organization, ---------- through Head of the Procuring Organisation, for and on behalf of Chief Engineer, North Koel Project (here in after called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

(1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

(1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders info any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 5 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

FORMATS

Format 1: Contract Form

(Ref ITB-clause 13.2)

The Chief Engineer, North Koel Project, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Contract No……. dated…….

To

Contractor [Write Name]

[Complete address of the contractor]

Subject: ----------

Ref: *1. This office' Letter of Award No…….. dated ……..*

2. This office Tender Document No. WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: "Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand", dated……. and subsequent Amendment No……., dated…… (If any). (Hereinafter referred to as 'the Tender Document')

3. Your Tender No…… dated…….. and subsequent communication(s)/ Revised Offer No…… dated …….. (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Work stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized, official)

For and on behalf of…….

Received and accepted this Contract ……..

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of ……

(Name and address of the contractor)

…….

(Seal of the contractor) Place:_____ Date:

Format 1.1: Description of Works

The Chief Engineer, North Koel Project, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Tender Document No. Tender No./ WAP/NK/JHK/BALANCE/LMC/2026; Tender Title: Lining, Repair and Construction of Balance Works of Left Main Canal & its Structures under North Koel Reservoir Project, Jharkhand

Contract No_____; Date_____ Contractor's Name_____

[Address and Contact Details]

[Give detailed descriptions of the work to be executed, dates for delivery, place of performance, specific tasks to be approved Procuring Entity, etc. This Description of works is based on Section VI: Schedule of Requirements in the Tender Document and ***incorporates changes agreed upon during evaluation****. It must be noted that this Description of works takes precedence over the Contractor's bid, so any changes recommended or requested by the Contractor do not alter the works is required to perform* ***unless agreed to during evaluation and incorporated into this Description of Works****.]*

In the event of any inconsistency between this Description of Works and the 'bid', the priority of interpretation shall be given to this Description of Works.

This format shall cover all details from Sections VI and VII; Forms 2; 3; 3.2 of the bid.

Format 1.3: Bank Guarantee Format for Performance Security

(Ref ITB-clause 13.2.4 and GCC-clause 5.8)

To

The Chief Engineer, North Koel Project, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Whereas…… (name and address of the contractor) (Hereinafter called "the contractor") has undertaken, in pursuance of contract no …….. date……. to delivery …… (Description of Work) (Hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of ……..(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ……day of …….20……

Our…….branch at……*(Name & Address of the ……..*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ……* branch a written claim or demand and received by us at our ……..* branch on or before Dt…….. otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

……

…….

Name and designation of the officer

……

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.

Format 1.4: No Claim Certificate

(Refer GCC-Clause 11.6.6)

(On company Letter-head)

Contractor's Name_____

[Address and Contact Details]

Contractor's Reference No._____ Date…….

To

The Chief Engineer, North Koel Project, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

No Claim Certificate

Sub: Contract Agreement no. ---------- dated ----------for the supply of ----------

We have received the sum of Rs. (Rupees _____only) as final settlement due to us for the supply of_____ under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or

Officer authorised to sign the contract documents.

on behalf of the contractor

(Company Seal)

Date:_____

Place:_____

Information Required to Calculate the BID Capacity

1. To calculate the value of "A"

A table containing value of Civil Engineering Works in respect to Projects (Turnkey projects / Item rate contract / Construction works) undertaken by the Bidder during the last 3 years is as follows:

S. No.	Year	Value of Civil Engg. Works undertaken w.r.t. Projects (Rs. In Crores)
1	2024-25	
2	2023-24	
3	2022-23	

Maximum value of projects that have been undertaken during the F.Y._____out of the last 3 years and value thereof is Rs._____Crores (Rupees_____).

Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs._____Crores x_____(Updation Factor as per Appendix) = Rs._____Crores (Rupees _____)

…….. …… …….. …… Authorized Signatory For and on behalf of (Name signatory) of the Bidder)	Name of the Statutory Auditor's firm Seal of the audit firm: (Signature, name and designation and Membership No. of authorised Signatory

2. To calculate the value of "B"

A table containing value of all the existing commitments and on-going workings to be completed during the next_____years is as follows:

Sl. No.	**Name of Project / Work**	**Percentage of participation of Bidder in the project**	**Date of start / appointed date of project**	**Value of contract as per Agreement /LOA**	**Value of work completed**	**Balance value of work to be completed**	**Anticipated date of completion**	**Balance value of work at 202-23 price level**
				Rs. in Crore	**Rs. in Crore**	**Rs. in Crore**		**Rs. in Crore**
1	2	3	4	5	6	7= (5-6)	8	9 = (3x 7 x #)

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor
	2024-25	1.00
	2023-24	1.05
	2022-23	1.10

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of Projects **or** Concessionaire / Authorized Signatory of Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s……individually.

…….. …… …….. ……. Authorised Signatory For and on behalf of (Name signatory) of the Bidder)	Name of the Statutory Auditor's firm Seal of the audit firm: (Signature, name and designation and Membership No. of Authorised Signatory