

Request for Proposal

For

DESIGN,SUPPLY,INSTALLATION,TESTING AND
COMMISSIONING OF NATIONAL FLAG INCLUDING
ILLUMINATION OF FLAG POST AT GANDHI
MANDAP,SARANIA HILLS ON DESIGN,BUILD AND
OPERATE BASIS WITH OPERATION AND
MAINTENANCE PERIOD OF ONE YEAR

Volume 3: GENERAL CONDITIONS OF CONTRACT (GCC)

Client:



**Guwahati Smart City Limited,
Guwahati, Assam**

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A. CONTRACT AND INTERPRETATION

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1 **“Contract”** means the Contract Agreement entered into between the Guwahati Smart City Limited (GSCL) and the Contractor, together with the Contract Documents referred to therein, they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- 1.2 **“Bill of Quantities”** means the priced and completed **Bill of Quantities** forming part of the Bid.
- 1.3 **“GCC”** means the General Conditions of Contract hereof.
- 1.4 **“SCC”** means the Special Conditions of Contract.
- 1.5 **“Day”** means calendar day.
- 1.6 **“Month”** means calendar month.
- 1.7 **“Employer”** means Guwahati Smart City Limited (GSCL) having their office at Statfed Building, Bhangagarh, Guwahati- 05 and includes the legal successors or permitted assigns of the Employer
- 1.8 **“Engineer-in-Charge”** means the person appointed by the Employer to act as Engineer-in-Charge for the purpose of the Contract, or any other competent person appointed by the Employer and notified to the Contractor to act in replacement to such person and shall include his authorised representative.
- 1.9 **“Engineer”** means the person appointed by the Employer to act as Engineer for the purposes of the Contract, or any other competent person appointed by the Employer and notified to the Contractor to act in replacement to such person and shall include his authorised representative

- 1.10 **“Contractor”** means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract agreement, and includes the legal successors or permitted assigns of the Contractor.
- 1.11 **“Contractor’s Representative”** means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.
- 1.12 **“Sub Contractor”** including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor and includes its legal successors or permitted assigns.
- 1.13 **“Adjudicator”** means the person or persons appointed by the Employer to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 6.1 (Adjudicator) hereof.
- 1.14 **“Contract Price”** means the sum specified in Clause 11 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 1.15 **“Facilities”** means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.16 **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
- 1.17 **"Temporary Works"** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

- 1.18 **“Plant and Equipment”** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under the contract), but does not include Contractor’s Equipment.
- 1.19 **“Installation Services”** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract e.g. transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Employer’s Personnel etc.
- 1.20 **“Contractor’s Equipment”** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.21 **“Site”** means the land and other places upon which the Facilities are to be developed, supplied, installed and commissioned and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.22 **“Time for Completion”** means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the relevant provisions of the Contract.
- 1.23 **"Liquidated Damage"**

If the Contractor fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the appendix “A” of Contract condition for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage as specified in Appendix “A” of Contract condition. Once the maximum is reached, the Employer may terminate the Contract.

- 1.24 **“Completion”** means that the Facilities have been completed operationally and structurally, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed, and Commissioning has been attained as per Technical Specifications.
- 1.25 **"Commencement Date"** means the date specified in the notice to commence issued by the Employer to the Contractor
- 1.26 **“Pre-commissioning”** means the testing, checking and other requirement specified in the Technical Specifications that are to be carried out by the Contractor in preparation for commissioning.
- 1.27 **"Commissioning"** means trial/initial operation of the Facilities or any part thereof by the Contractor, which operation is to be carried out by the Contractor (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).
- 1.28 **“Guarantee Test(s)”** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional guarantees specified in the Technical specifications.
- 1.29 **"Operational Acceptance"** means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (

- 1.30 **"Defect Liability Period"** means and includes the period of validity of the warranties given by the Contractor which includes manufacturers guarantees commencing at successful completion of Commissioning (Trial Operation) of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC clause 23 (Defects Liability) hereof.

2. Contract Documents

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

3. Interpretation

- 3.1 In interpreting these Conditions of Contract, singular also means plural, word including one gender includes all genders and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 3.2 If Partial completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 3.3 The documents forming the Contract shall be interpreted in the following order of priority
1. The Contract Agreement (including addenda, clarification, when signed by all parties concerned)
 2. the Letter of Acceptance
 3. Volume I Special Conditions of Contract
 4. Volume I : General Conditions of Contract
 5. Volume II Works Requirement / Technical Specification

6. The Bid (accepted Price Proposal)
7. Volume IV: Bid Drawings
8. Completed Technical Schedules
9. Bidder's Technical Proposal other than Completed Technical Schedules
10. Any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract

3.4 Language

3.4.1 The official language shall be English only.

3.4.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Clause 3.4 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.6 Headings

3.6.1 The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.7 Deleted

3.8 Entire Agreement

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

3.9 Amendment

3.9.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party here to.

3.10 Contractor

3.10.1 Deleted

3.10.2 Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub Contractor engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Sub Contractors and the Employer.

3.11 Deleted

3.12 Non-Waiver

3.12.1 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.12.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.13 Severability

- 3.13.1 If any provision or condition of the 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 the Contract.

3.14 Country of Origin

“Origin” means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

4. Notices

- 4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, , telegraph, , facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Coordination Procedure to be finalized.
- 4.2 Deleted
- 4.3 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.
- 4.4 Any notice delivered personally or sent by telegraph, facsimile shall be deemed to have been delivered on date of its dispatch.
- 4.5 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.
- 4.6 Notices shall be deemed to include any approvals, consents, instruction orders and certificates to be given under the Contract.

5. Governing Law

- 5.1 The Contract shall be governed by and interpreted in accordance with laws in force in India. The High Court of Guwahati shall have exclusive jurisdiction in all matters arising under the Contract.

6. Settlement of Disputes

6.1 Adjudicator

- 6.1.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities whether during the progress of the Facilities or after their completion and whether before or after the termination, abandon end or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

- 6.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) Working days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

- 6.1.3 Deleted

6.2 Arbitration

- 6.2.1 If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) Working days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to

the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 6.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

In case the Contractor is a Public Sector Enterprise or a Government Department

- 6.2.3 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In case the Contractor is not a Public Sector Enterprise or a Government Department

- 6.2.4 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- 6.2.5 The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty eight (28) days after the letter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Employer

- 6.2.6 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- 6.2.7 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.2.8 Arbitration proceedings shall be conducted in accordance with The Arbitration and Conciliation Act, 1996 or its subsequent amendments thereof. The place of arbitration shall be Guwahati.
- 6.2.9 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- 6.2.10 The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the Adjudicator or arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise they agree the Employer shall pay the Contractor any monies due to the Contractor.

7.0 Scope of Services

Scope of Services under this contract shall be in accordance with Employers requirement and Specifications as mentioned in the Contract document

8. Time for Commencement and Completion

- 8.1 The Contractor shall commence work on the Facilities from the date of Signing of the agreement and the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule (Time Schedule) to the Contract Agreement
- 8.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the

Contract or within such extended time to which the Contractor shall be entitled under GCC Clause 8.3 (Extension of Time for Completion) hereof.

8.3 Extension of time

- 8.3.1 If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer within 5 working days for each location of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules / delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

9. Contractor's Responsibilities

- 9.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.
- 9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the tendered work (including any data as) provided by the Employer , and on the basis of information that the Contractor could have obtained from a visual inspection of the Site and of other data readily available to it relating to the Facilities as at the date of bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- 9.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or central government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract,

including, without limitation, visas for the Contractor and Sub Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer hereof and that are necessary for the performance of the Contract.

- 9.4 The Contractor shall comply with all laws in force in the country where the work is carried out or Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub Contractor and their personnel hereof.

- 9.6 Work to be open to inspection: Contractor to be present

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Employer/ Engineer, and his subordinates and any other authorized agency of Employer and the Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer or his subordinate and any other authorized agency of the Employer to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

- 9.7 The Safety Procedures

- 9.7.1 The Contractor Shall:

1. Comply with all applicable safety regulations,
2. Take care for the safety of all persons entitled to be on the site,

3. Provide any temporary works (including roadways, footways, guards and fences) which may be necessary because of the execution of works, for the use and protection of the public and of owners.

9.8 Site office

Contractor shall have to establish well furnished site office for his supervisory staff and for project meetings with Employer/Engineer. Site office shall be approved by the Employer.

9.9 Planning, Designing and Execution of the Works

The Contractor shall carry out and be responsible for the design of works, including any site surveys, subsoil investigations, material testing and all other things necessary for proper planning and design.

Within 05 days from award of the contract, the contractor shall start submitting drawings, construction documents including baseline programme etc, for review and approval by the Engineer. It is in the obligation of the Contractor to submit all required design and drawings including all plans, elevations, sections, required detailing as per instructions from Engineer. The contractor will be fully responsible for ensuring that its drawings, designs and construction documents satisfy all requirements for constructing works that are complete and fully functional in all respects.

The Contractor shall prepare and keep up to date, a complete set of "as built" records of the execution of the works, showing the exact as built locations, sizes and details of the work as executed. These records shall be kept on the site and two sets of such records shall be submitted to the Employer.

In addition the Contractor shall supply to the Engineer's representative as built drawings of the works, showing all works executed.

Contractor shall be responsible for preparing baseline Programme, upon acceptance of the Baseline Programme by the Employer, the Contractor shall adhere to it strictly. The Contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

9.10 Monthly Reports and Meetings

9.10.1 Monthly Reports

Monthly Progress Reports shall be prepared by the Contractor and submitted to the Employer/Engineer. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within two working days after the last day of the month to which it related.

Reporting shall continue during both construction and operation and maintenance period.

The reporting format shall be developed by the contractor with the approval from Employer within Ten days of commencement of working

9.10.2 Meetings

Meetings shall be held in the office Employer or at any other places as mutually fixed in advance. The proposed agenda for meetings shall be exchanged at least Two days in advance. It is required that a decision maker of the Contractor is present at the meetings so that binding decisions can be taken about outstanding issues.

9.11 Quality Control

Employer shall have the right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

9.12 Operation and Maintenance Manuals

Prior to the commencement of the tests on completion, the Contractor shall supply to the Employer provisional Operation and Maintenance manuals in sufficient details. The work shall not be considered to be completed for the purposes of completion of works until the Employer has received final Operation and Maintenance manuals in such details.

9.13 Land for Temporary use

Land for labor camps, storage yards, temporary site sheds, casting yard shall be arranged by the Contractor at the site or nearby plot with the consent of Employer at his own cost.

9.14 Contractor's Materials, Labors, etc.

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, and specifications taken together, whether the same is or is not particularly shown or described therein, If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Engineer representative. The decision of the Engineer shall be final and binding on the Contractor.

9.15 Materials

9.15.1 Steel, Cement and other materials necessary for execution of this work shall not be supplied by the Employer and same shall be procured by the Contractor at his own cost. Procurement and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the Contractor at his own cost from standard, reputed manufacturers as approved by the Employer. The Contractor shall submit statement of sources for procurement of materials.

9.15.2 Procurement of all materials shall be arranged by the Contractor at his own cost from standard, reputed manufacturers/suppliers/OEM's as may be approved by the Employer . The royalty receipts, challans, etc shall have to be submitted by the contractor from time to time to the Employer.

9.15.3 The Contractor will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the Contract.

9.16 Labor Employment

9.16.1 The Contractor shall furnish to the Engineer every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form.

The Contractor shall have to obtain labor license from concerned Government Department and shall have to submit to the Employer.

9.16.2 The Contractor shall strictly observe all the requirements laid down in the Contract labor (Regulation and Abolition) Act, 1979 and other acts as amended from time to time so far as applicable.

9.17 Treasure Trove

9.17.1 In the event of the Discovery by the Contractor or his employees during the progress of the work of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall deemed to be the absolute property of the client.

9.17.2 The Contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof acquaint the Employer of such discovery.

9.18 Contractor's General Obligations

The Contractor shall be responsible for tendered works as per Employers requirement and specification given in Bid Document. After the satisfactory completion and commissioning of all Tendered works, the Contractor is required to take up the Operation and Maintenance of the same as approved by the Employer

10.0 Employers Responsibility

The Employer shall give the Contractor right of access to, and possession of all parts of the Site for commencement of work. The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly any permits, licences or approvals required by the Laws of the Country

C. PAYMENT

11. Contract Price

11.1 The Contract Price shall be as specified in clause 11 and 12 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

11.2 The Contract Price shall be adjusted in accordance with provisions of (Price Adjustment) to the Contract Agreement, if applicable. It will be mentioned in SCC.

11.3 The Contractor shall be deemed to have satisfied itself as to the hereof, correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Contract price shall be paid as specified in (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments.

12.2 No payment made by the Employer herein shall be deemed to constitute non-acceptance by the Employer of the Facilities or any part(s) thereof.

12.3 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contract.

12.4 1 Interim and Final Payment Certificate

Interim Payment: - Contractor shall submit monthly payment certificate for the work executed. Payment shall be made not later than 30 (Thirty) days from the date of submission of such Interim Payment Statement by the contractor to the Employer for certification, subject to the submission being not required to be revert back for corrections.

12.5 Final Payment

After completion of all works and on issuance of completion certificate, the contractor shall submit Final Payment certificate to the Employer. Payment shall be made not later than 60 (Sixty) days from the date of submission of Final Payment Certificate

13 Performance Security

13.1 The Contractor shall, within 15 days of the Letter of Intent (LOI) , provide a Performance Security for the due performance of the Contract for the amount as specified in the Appendix A of Contract document. The security shall be in the form of an unconditional bank guarantee as per the proforma provided.

13.2 Forfeiture of Performance Security

13.2.1 Performance Security amount in full or part may be forfeited in the following cases:

- (i) When Contractor fails to sign the Contract agreement within stipulated time after submission of Performance Security
- (i) When any terms and conditions of the contract is breached
- (ii) When the applicant fails to make the complete work/O&M satisfactorily.

13.3 Refund of Earnest Money Deposit (EMD)

13.3.1 The Earnest Money Deposit (EMD) submitted by the successful bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the agreement.

14 Taxes and Duties

14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges applicable to the Contractor, its Sub Contractor or their employees by all municipal, state or central government authorities

14.2 All taxes, duties and levies on works contract, if any, shall be to the Contractor's account and no separate claim in this regard will be entertained by the Employer.

14.3 For the purpose of the Contract, it is agreed that the Contract Price of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission in the country where the Site is located. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract

Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there-from, as the case may be, in accordance with GCC Clause 22 (Change in Laws and Regulations) hereof.

D. INTELLECTUAL PROPERTY

15. Copyright

- 15.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.

16. Confidential Information

- 16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor such documents, data and other information it receives from the Employer to the extent required for the Sub Contractor to perform its work under the Contract, in which case even the Contractor shall obtain from such Sub Contractor undertaking of confidentiality similar to that imposed on the Contractor under this GCC clause 16.
- 16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design,

procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

E. WORK EXECUTION

17. Deleted

17.1 Deleted

17.2 Contractor's representative

17.2.1 The Contractor shall appoint the Contractors representative and shall give him all authority necessary to act on Contractors behalf under the contract.

Unless the Contractors representative is named in the Contract, the Contractor shall prior to the commencement date, submit to the Employer for consent the name and particulars of the person the Contractor proposes to appoint as Contractors representative. If the consent is withheld or subsequently revoked, or if the appointed person fails to act as Contractor's representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment. The contractor shall not, without prior consent of Employers representative revoke the appointment of Contractors representative or appoint a replacement

17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer all the Contractor's notices, instructions, information and all other communications under the contract.

17.2.3 All notices, instructions, information and all other communications given by the Employer to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

17.2.4 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employers prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub- Clause 17.2.1

17.2.5 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative and delivered to the Employer, and shall specify the powers, functions and authorities thereby delegated or revoked.

17.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.5 shall be deemed to be an act or exercise by the Contractor's Representative.

17.2.7 Notwithstanding anything stated in GCC Sub-clause 17.2.1 above, for the purpose of execution of contract, the Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

17.2.8 Deleted

17.2.9 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Clause 21. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

17.2.10 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

18. Fraud and Corruption

18.1 Employer defines the purpose of this provision, the terms set forth below as follows:

18.1.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

18.1.2 “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

18.1.3 “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

18.1.4 “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

19. Force Majeure

19.1 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For purposes of this clause, “Force Majeure” means an event or situation beyond the control of the Implementing Partner that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Implementing Partner. Such events may include, but not be limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

19.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Implementing Partner shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Termination

20.1 Termination for Default

20.1.1 The Employer, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Contractor, may terminate the Contract in whole or in part:

20.1.1.1 If the Contractor fails to deliver any or all of the Works/Goods within the period specified in the Contract, or within any extension thereof granted by the Employer or

20.1.1.2 If the Contractor fails to perform any other obligation under the contract.

20.1.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Work/Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any additional costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

20.1.3 if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 18, in competing for or in executing the Contract.

20.2 Termination for Insolvency

20.2.1 The Employer may at any time terminate the Contract by giving Notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

20.3 Failure or Breach of Contract

20.3.1 In case of the breach of the Contract full/part of the performance Guarantee can be forfeited and action against Contractor may be taken like Blacklisting, Suspension of Business, Banning of Business etc. along with the termination of contract by Employer

without any compensation to the contractor.

20.4 Consequences of Termination by Employer

- 20.4.1 If the Employer with reasonable grounds, terminates the Contract the Performance Guarantee and any other sums of the Contractor with the Employer shall be forfeited and action shall be taken against him as per GCC, if deemed appropriate.

21. Site Regulations and Safety

- 21.1 The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer proposed Site regulations for approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22 Change in Laws and Regulations

- 22.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

Bidder to note that any subsequent changes in Tax structure by government will be compensated (Plus or Minus) on availability or submission of actual documentation. Contractor has to intimate Employer regarding changes occurred in Tax structure after bid submission. If the Contractor fails to provide such information and if any financial obligation may arise due to change in Tax structure, same will be recovered from Contractor. The Contractor shall apply fair means of Stock maintenance and shall adopt

accounting standards as may be prescribed under Goods and Service Tax-GST. For arriving at the difference in procurement prices, due to change in GST it will be open for Employer to ask for original invoices, LR, weigh bridge slips, payment details and such other documents as may be required for the purpose. If there is reduction in overall tax burden then proportional benefit of that shall be passed on to the Employer.

23. Defect Liability

- 23.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- 23.2 The Defect Liability Period shall be 1 (One) year from the date of Completion of the work or Facilities (or any part thereof) from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the SCC.
- 23.3 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect..
- 23.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, The Employer shall give all reasonable opportunity for the Contractor to inspect any such defect.
- 23.5 The Employer shall give the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 23. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

- 23.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in character shall in any case be not less than what has already been agreed by the Employer and the Contractor for the original equipment/part of the Facilities.
- 23.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor or claimed under the Performance Security.

24. Environmental Safeguards

- 24.1 The Contractor shall take action of following points and note the stipulations as under, in regards to Environmental Safeguards as stipulated by the Ministry of Environment and Forests.
- 24.1.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- 24.1.2 Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- 24.1.3 Adequate provision for Infrastructure facilities, i.e, water supply, fuel, sanitation etc, shall be ensured for laborers during construction period in order to avoid damage to the environment.

24.1.4 No excavation from or dumping of waste materials into any water body/wetlands shall be done.

24.1.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:

24.1.1.1 No excavation or dumping on private property is carried out without written consent to the owner.

24.1.1.2 No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations.

24.1.1.3 The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area.

24.1.1.4 Construction soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advance before construction and lined properly so that each into the ground water.

24.1.1.5 Any approvals required for the same shall be arranged by the Contractor.

25. Delivery Schedules

25.1 The deliverables for the implementation of the project to be followed as per timely instructions from the Employer / Engineer

25.2 The time allowed for carrying out the work, shall be strictly obeyed by the Contractor

25.3 If the Contractor does not commence the work within the period specified by the Employer the Contractor shall stand liable for the forfeiture of the amount of performance Security.

25.4 If the Contractor shall desire an extension of the time for completion of the work on the ground of unavoidably hindered in its execution or on any other grounds, the

Contractor shall apply, in writing, to the Employer within 5 working days for each location of the date of the hinderance, on account of which the Contractor desires such extension as aforesaid.

25.5 Employer grants extension of the time of completions after examine the reason of extension, if the period of completion of contract expires before the expiry of the period of 5 working days, the application for extension shall be made before the expiry of contract period.

26. Liquidated Damage

26.1 If the Contractor fails to deliver any or all of the product or does not perform the services within the time period(s) specified in the Contract, authority shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2 % of the price of the undelivered product at the stipulated rate for each week or part thereof during which the delivery of such product may be delayed subject to a maximum limit of 10% of the Contract amount. Such penalty is to be deducted always by the authority from the bill of the firm. Once the maximum of the damages above is reached, authority may consider termination of contract.

26.2 Employer may debar the Bidder from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Bidder.

27. Closure of the Contract

27.1 Employer will issue the satisfactory completion certificate on executive of the project with compliance of all terms and condition mentioned in this RFP to close the contract.

28. Un-foreseeable Difficulties

- 28.1 The Bidder shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- 28.2 By signing the contract, the Bidder accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work
- 28.3 The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

29. Change in Constitution of Firm

- 29.1 Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the authority within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.
- 29.2 No new partner/partners shall be accepted in the firm/company by the Bidder in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the authority on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract.

30. Indemnifications

- 30.1 The Contractor to indemnify the authority against the following:
- 30.2 The Contractor shall at its own expense make good any physical loss or damage occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the wilful misconduct or failure to follow good engineering practices of the Bidder,
- 30.3 The Contractor shall indemnify, defend and hold harmless the authority and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred

in connection therewith, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party to the extent that the same arises out of:

30.3.1 Any breach by the Contractor of its obligations here under,

30.3.2 Any negligent act or omission on the part of the Contractor , its subcontractors or their respective agents or employees, and

30.3.3 Any willful misconduct or breach of statutory duty on the part of the Contractor, its subcontractors or their respective agents and employees.

30.4 The Contractor shall indemnify, the employer against any injury, accidents, damage to public property while transportation of all required material from place of manufacturing up to the Site.

31. Transportation :

The bidder is required under the contract to transport required material from place of manufacturing to the site. Transport of material to the site, including all required permits, permissions, other incidental costs shall be in the scope of the Contractor. The Contractor shall consider same in his quoted price.

31. Insurance for work

31.1 The Contractor shall effect and maintain during the Contract execution all insurance Against accident to worker as may be required to insure the contractor's personnel and any other persons employed by it on the work from and against any liability incurred. The Bidder's personnel/any person employed by the Bidder shall include the Sub- contractor and its personnel. The material supplied under this Contract shall be fully insured by the Contractor against loss or damage during transportation, storage, and delivery to site.

32. Additional Conditions

- 32.1 Any damage caused to either private or public property services, structures, etc shall be made good by Contractor without any extra cost to the Employer.
- 32.2 Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take place.
- 32.3 No excavated materials shall allowed to be stacked on roadside/ footpaths/public premises without written permission from Competent Authority.
- 32.4 That the work will be completed within days from the date of commencement of the Contract by the Contractor as per specification mentioned in the BID Document.
- 32.5 The Contractor shall arrange Security & Storage of their materials to avoid any theft or losses until installation at site. Issuing Authority shall, in no case, shall be responsible for providing any security/storage for the materials & equipments lying at site during or before execution of work. Under the contract the Contractor shall be responsible for any loss or damage until the completion of the Installation of the street lights.
- 32.6 That the work to be carried out with diligence and all work is to be done in workmen like manner. The material used by the Contractor is subject to approval from Engineer, whose decision with rate of progress and to the quality of work and material shall be final.
- 32.7 That no claim or application for revision in the contract rate will be considered due to sudden rate fluctuation of labor and materials or carriage in market at any stage of work under progress and during the tenure of the Contract.
- 32.8 That the Contractor will be responsible for delay in supplying or unavailability of any materials. No claim or damage from the Contractor shall be entertained by the Issuing Authority.
- 32.9 The Contractor shall execute extra item of works only after receiving instructions from Engineer and after getting approval for same.

32.10 That after completion of the work the contractor will remove and cart away all unwanted material, debris etc, at designated location as approved by the Employer at his own cost and leave the site clean and tidy.

32.11 The Contractor shall maintain a Field Book at the site or work for any time concerning the works. The Contractor will provide Weekly Progress statement to Employer/Engineer.

32.12 That the Contractor will have to make his own arrangement to carry water at site at his own cost.

32.13 That all facilities for inspecting the works will be provided by the Contractor and damage in process of inspection will be made good by the Contractor.

32.14 That if any vehicle is engaged in the work, all rules and regulations issued in connection with Motor Vehicle Act will have to be followed.

32.15 That the work to be completed in all respect within stipulated time and no extension of time shall be recommended in normal condition. In special condition, time of extension may be granted for valid reason.

32.16 That if the Contractor fails to perform the work within the time periods specified in the work orders, Employer shall without prejudice to its other remedies under the contract, deduct from the Contract price as liquidated damage, a sum equivalent to 2 % of the Uncompleted work for each week of delay until actual completion of work, up to a maximum deduction of 10% of Contract amount. Once the maximum is reached, the Employer may consider termination of the contract.

32.17 That the Contractor will have to arrange all necessary tool & plants required as per nature of work.

32.18 That all Labor Laws of the State Govt. as well as those of Govt. of India will be strict binding on the Contractor.

32.20 If any defect is detected in defect liability period the Contractor have to rectify the same of his own cost failing which the repair work will be done by the Employer and cost involved will be deducted from performance security or the amount payable to the

Contractor and necessary action will be taken against the Contractor.

32.21 Contractor shall be responsible for the acts, defaults and neglects of any

Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

32.22 Water and Electricity required during Construction shall be responsibility of the

Contractor. Water and Electricity required during Operation and Maintenance shall be provided by the Employer

32.23 In case of dispute the jurisdiction of Court will be at Guwahati.

32.24 If any defect is detected in defect liability period the Contractor have to maintain the same of his own cost failing which the repair work will be done by the party and cost involved will be deducted from Performance security and necessary action will be taken against the Contractor.

32.25 That the Contractor will arrange for photography at site after completion of job at his/her/their own cost and the same will be submitted to the Employer along with the bill.

Appendix A		
S.No.	Item	Description
1.	Scope of Work	Design, Supply, Installation, Testing and Commissioning of National Flag including illumination of Flag Mast at Gandhi Mandap, Sarania Hills on Design, Build and Operate basis with Operation and Maintenance period of One year.
2	Employer/Authority	Guwahati Smart City Limited Staffed Building, Bhangagarh, Guwahati-781005
3	Engineer	_____
4	Commencement Date	Date of Signing the Contract agreement
5	Period of Completion	60 days from the Date of Commencement of Work
6	Operation and Maintenance Period	Period of One year from the date of successful Commissioning of all works and issuing of completion certification from the Employer
7	Defects liability period	Total Contracted Period (<i>Construction period plus Operation and Maintenance Period</i>)
8	Retention Money	5 (Five) Percent of each Interim payment certificate will be deducted as Retention amount and will be returned after successful completion of all works
9	Liquidated Damages	2 (%) percent of the cost of incomplete work of each milestone per week / as per project schedule/implementation schedule subject to maximum amount of 10(%) of Contract Price
10	Performance Security	10 (%) percent of Contract Amount in form of Bank guarantee valid up to completion of operation & Maintenance period

Appendix A		
S.No.	Item	Description
11	Mobilization Advance	<p>10 % of Contract amount. Advance payment will be paid only after Contractor submitting unconditional and irrevocable Bank guarantee for an amount equivalent to 110 % (one Hundred and Ten percent) of such Advance Mobilization advance.</p> <p>The Mobilization Advance will be given with Simple interest of 10 % (Percent) per annum.</p> <p>The same will be recovered in equal installment against each Interim payment certificate.</p>
12	Payment after supply of Material for Structural steel and Electrical lighting fittings	<p>40 % against supply of material. Material to be supplied only after approval from Employer. Payment for supply of material will be done only for Structural steel and Electrical lighting fittings only after inspection and satisfactory test results of Delivered material. (40 % of the approved rate under item 1.01 and item 1.02 shall be considered for payment)</p>
13	Currency	Currency in which the Bidders may quote the price and will receive payment is Indian Rupee INR only.