

"COMMON STANDARD BIDDING DOCUMENT (SBD) FOR PROCUREMENT OF  
WORKS/ CONTRACTS FOR ALL ENGINEERING DEPARTMENT OF  
GREATER CHENNAI CORPORATION"

## **Standard Bidding Document**

**for**

**<<Name of the Work>>**

**TWO BID SYSTEM**

**(with e-procurement)**

***Tender Ref:<<Insert Tender reference no.>>***



***(NAME OF THE DEPARTMENT)***

***Greater Chennai Corporation***

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## Section I

<<NAME OF DEPARTMENT>>

**GREATER CHENNAI CORPORATION**

### e-Tender Notice

e-Tender are invited for the following work in Two Bid system as per details furnished below.

The Bidders shall submit separate Bids for each of the following work/works mentioned below:

Sl.No	Tender Ref No.	Name of Work	Approx. value of work (Rs. in Lakhs)	Bid Security (EMD) (Rs.)	Eligible Class	Last Date & Time of Submission
1.						

1. Bid document will be available in website <https://tntenders.gov.in> till <<insert date and time>> for online bidding. The Bidders must possess Digital Signature Certificate- Class 3 for submission of Bids through online in the above website.
2. Pre-Bid meeting date and Time: <<insert date and time>>
3. Both Technical & Financial Parts of Bids must be submitted online on or before <<insert date and time>>. **Bids received** online, Technical part of the bids shall be opened at <<insert date and time>> in the office of << **Head of Department**>>, Greater Chennai Corporation in the presence of the Bidders who wish to participate in the tender, the financial part shall remain unopened in the E-procurement system until the second bid opening for financial part. If the date of opening happens to be a holiday, the Bids will be opened on the next working day at the same time and venue. Any bid or modification to bid (including discount) received outside the E-procurement system will not be considered.
4. The EMD amount of Rs. <<insert amount>>/- may be furnished through online to NIC portal at the time of submission of Bids and The provision for submitting Bid security through EPBG also available in website <https://tntenders.gov.in>. The hard copy of the transaction is not required to be submitted in the office of the Tender Inviting Authority. The Price bid shall be submitted in online bidding.
5. Subsequent corrigendum/addendum if any shall only be available in website indicated above. The bidders would be responsible for ensuring that any corrigendum/addendum available on the website is also downloaded and incorporated.
6. Bid capacity=AxNx1.5-B  
 A=Maximum value of turnover in any one of the year during the last 5 years.  
 B=Existing commitments and ongoing works to be completed during the next two years.  
 N=No. of years prescribed for completion of the work for which Bids are invited.  
 (Bid capacity>Value of the work)
7. The authority reserves the right to cancel any or all Bids without assigning any reason.

Signature of Tenderer



## Tender Schedule

#	Item	Description
1.	Name of Work	<<Insert title of works>>
2.	Method of Selection	<<Insert Selection Method>>
3.	Contract Period	<<Insert No. of months>>
4.	Tender Document Fee	Not Applicable. Tender document needs to be downloaded from online Procurement website <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> at free of cost.
5.	Bid Security (Earnest Money Deposit) - 1% of the work Value	<<Insert Amount in INR>>
6.	Period of Downloading of Bid Document	<< Insert Date>> Upto <<Insert Time>>
7.	Last Date and Time for Receipt of Bid	On << Insert Date & Time>>
8.	Pre-Bid Meeting for RfP Queries (Time and Place)	<< Insert Date, Time & Venue >>
9.	Time and Date of Opening of Bid (same as the deadline for submission of bids or promptly thereafter)	On << Insert Date & Time>>
10.	Place of Opening of Technical Bid – (Bid opening can also viewed online in the E-procurement portal( <a href="http://tntenders.com">http://tntenders.com</a> ))	<< Insert Date, Time & Venue>>
11.	Bid Validity	Bid must remain valid up to 90 days (ninety days) from the date of Opening of the Bid.
12.	Officer Inviting Bids (Tender Inviting Authority)	<<HEAD OF THE DEPARTMENT>> GREATER CHENNAI CORPORATION CHENNAI
13.	Any Clarification contact	<<HEAD OF THE DEPARTMENT>> GREATER CHENNAI CORPORATION CHENNAI PHONE E – MAIL

Signature of Tenderer

### Check list for submission of bid

Bidders shall check the submission of relevant details and documents as mandated in the tender document before submission of Bids.

Sl.No	Compliance criteria as per clause	Details	Check
1.	14.1	The Earnest Money Deposit (EMD) shall be furnished only through online net banking transaction at the time of submission of Bids on the e-tender portal or <a href="https://tntenders.gov.in">https://tntenders.gov.in</a> .	Yes/ No
2.	24.4 (a)	Whether copy of Certificate of Registration as Class I Contractor (monetary limit above Rs.xx.00 lakhs) in any of the Central/State Government Dept./Government undertaking and registered with the GSTN authorities is enclosed?	Yes/ No
3.	24.4 (b)	<p>The Bidder should have successfully completed similar in nature of works only during Last five years ending last day of Month 2025. The value work shall not be less than &lt;&lt;Insert value&gt;&gt;% of the value put to tender in preceding five years in Government of India / State Government Department / Government undertaking in India / Local Bodies / Public Sector.</p> <p>a) Three Similar completed works costing not less than the amount equal to 40% of the estimated cost (or)</p> <p>b) Two Similar completed works costing not less than the amount equal to 50% of the estimated cost (or)</p> <p>c) One Similar completed work costing not less than the amount equal to 80% of the estimated cost</p> <p>If yes, Completion certificate obtained from Client/ Department should be enclosed.</p>	Yes/ No
4.	24.4 (c)	<p>Proof for the Bidder having achieved the annual turnover of not less than &lt;&lt;Insert value&gt;&gt;% of value of work in any one of the preceding five years (i.e., From the year of Bidding) is enclosed.</p> <p>&lt;&lt;Insert value&gt;&gt;% of the work value is Rs. &lt;&lt;Insert amount in INR&gt;&gt;</p>	Yes/ No
5.	24.4 (d)	<p>Bids must be accompanied with scanned copy of whether proof of the applicant for having working capital sufficient to finance at least &lt;&lt;Insert value&gt;&gt;% of value put to tender is enclosed</p> <p>&lt;&lt;Insert value&gt;&gt;% of the work value is Rs. &lt;&lt;Insert amount in Lakhs &gt;&gt;.</p> <p>If yes, the amount available in the bank account of the applicant on the date of submission of application and the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalized / Scheduled banks should be enclosed.</p>	Yes/ No

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6	22.2(d)	Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years. If yes, Bidder attested copies to be attached.		Yes/ No
7	25.2 (i)	Whether all the certificates are Notarized?		Yes/ No
8	8.1(d)	Whether the latest GST return enclosed?		Yes/ No
9	16.13	e Submission		
		A	-Qualification documents, Tender document furnished by Greater Chennai Corporation, and other supporting documents to be submitted in online bidding.	Yes/ No
		B	<b>Whether the "Price Bid" contains Price Bid documents</b>	Yes/ No
10	24.4 (g)	Whether the List of Equipments proposed to deploy for the work attached?		Yes/ No
11	24.4 (e)	Whether the List of Key Personnel to be deployed for the work attached?		Yes/ No
12	22.2 (k)	Whether the Self Declaration against Blacklisting enclosed?		Yes/ No

This Check List is only illustrative and not exhaustive. Hence the Bidder is requested to go through the entire document and submit all relevant documents and details.

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## Section II

### Instructions To Bidders (ITB)

#### A.General

#### 1. Scope of Bid

- 1.1 The Greater Chennai Corporation invites Bids for the construction works as described in the Bid Data Sheet. The name and identification number of the Contract is provided in the Contract Data.
- 1.2 The successful Bidder will be expected to complete the works by the completion date stipulated in the Contract Data.
- 1.3 Throughout these Bidding documents, the terms bid and Tender and their derivatives (bidder/Tenderer, bid/tendered, bidding/Tendering, etc) are synonymous and day means calendar day. Singular also means plural.
  - (a) The term “ES” means environmental and Social (including Sexual Exploitation, and Abuse (SEA), and Sexual Harassment (SH));
  - (b) “Sexual Exploitation and Abuse” “(SEA)” means the following:
    - (i) “Sexual Exploitation” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
    - (ii) “Sexual Abuse” is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
  - (c) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;  
Sexual harassment is defined under ‘The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013’ ( Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013
  - (d) “Contractor’s Personnel” is as defined in Sub-Clause 1.A(13) of the General Conditions of Contract; and
  - (e) “Authority’s s personnel” is as defined in GCC Sub-Clause 1.A(24) of the General Conditions of Contract
- 1.4 Bidders shall provide declaration of undertaking Social and Environmental as per code of conduct for contractor personnel (ES) Form as specified in Appendix -5
- 1.5 This Project is financed by World Bank and the bidder should compile with “Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012, and revised on July 10, 2015 , which available at the electronic address specified in the BDS ( (Applicable for World Bank funded projects)

#### 2. Eligible Bidders

- 2.1 A Bidder shall be any Person, Joint venture, Company, Corporate body, Association, Body of individuals, Group of persons, Limited company, Firm, Organization from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India.

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- 2.2 The Contractors having registration in the class specified in the short e-tender notice and above in the concerned Department of Greater Chennai Corporation or intending Tenderer should be a registered contractor in any of the Government of India / State Government Department / Government undertaking in India are eligible to participate in the Tender. Provisional Registration shall be done for the successful bidder if he is willing to abide by the rules and regulations of Greater Chennai Corporation and on payment of prescribed fees. The Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders with relevant qualifying documents.
- 2.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with Clause 3. A Bidder that has been sanctioned by the Bank in accordance with the below ITB 4 (a), including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS. ( (Applicable for World Bank funded projects)
- 2.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest in this bidding process, if:
- a) they or their sister concern have controlling shareholders in common or
  - b) they or their sister concern receive or have received any direct or indirect subsidy from any of them; or
  - c) they or their sister concern have the same legal representative for purposes of this bid; or
  - d) they or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Commissioner regarding this bidding process; or
  - e) Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - f) Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

No one or none of a firm or company is eligible to participate in the tender if any one of this or any one or more of the directors of a firm or company is a blood relative of any one of the employees who is in charge of work or public representative of Greater Chennai Corporation.

### **3. Corrupt or fraudulent Practices**

The bidder shall observe highest standard of ethics during bidding process and execution of the work. If the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, the Employer may, after giving 14 days' notice to the Contractor, to terminate the Contract.

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**“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

**“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment to the interest of the Employer, and includes collusive practice among Bidders which is detrimental to the Commissioner and includes collusive practice among the Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

The Commissioner, Greater Chennai Corporation will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

**4. The Programs funded under World Bank financing** need to be implemented in accordance with the World Bank’s Anti-Corruption Guideline (ACGs) for PforR operations dated February 1, 2012, revised on July 10, 2015 and require compliance with its policy in regard to Fraud and Corruption practices as set forth in Appendix 4. Accordingly, Program will comply with the following requirements:

- (a) In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- (b) A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Appendix 5 paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined.
- (c) The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- (d) For every bidding opportunity, each participating bidder shall be required to submit (as part of its bid) a self-declaration that the firm is not subject to debarment or has not been sanctioned under the World Bank system of debarment and cross-debarment.

*(This paragraph 4. on **Programs funded under World Bank financing** may be deleted for projects not covered under Project for Results financing, under World Bank financing instruments)*

Signature of Tenderer

## **5. One Bid per Bidder**

- 5.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

## **B. Bidding Documents**

### **6. Content of Bidding Documents**

- 6.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8:

Section I	e-Tender Notice
Section II	Instructions to Bidders (ITB)
Section III	Bid Data Sheet
Section IV	Forms of Bid and Qualification Information
Section V	Letter of Award
Section VI	General Conditions of Contract
Section VII	Contract Data
Section VIII	General Technical Specifications
Section IX	Schedule of Rates and List of Drawings
Section X	Technical Specifications
Section XI	Appendices
Annexure	Security Forms and Drawings

- 6.2 The number of copies of each section supplied to the prospective Bidder and the number of copies to be completed and returned with the Bid is specified in the Bid Data Sheet.

### **7. Clarification and Pre-Bid meeting**

Pre-Bid meeting for the bidders shall be convened at the designated date, time and place. All the representatives shall be allowed to participate on production of authorization letter from the Applicant concern.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process

### **8. Amendment of Bidding Documents**

- 8.1 At any time after the issue of the tender documents, the Tender Inviting Authority may make any changes, modifications or amendments to the tender documents and shall send intimation of such change in online. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

## **C. Preparation of Bids**

### **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Commissioner will in no case be responsible or liable for those costs.

Signature of Tenderer

## **10. Language of Bid**

10.1 All documents relating to the Bid shall be in the language specified in the General Conditions of Contract.

## **11. Documents Comprising the Bid**

11.1 The Bid submitted by the Bidder shall comprise the following:

- a) The Bid including the tender document issued by Greater Chennai Corporation;
- b) Priced Bill of Quantities;
- c) Qualification Information Form and Documents;
- d) Audited Financial Statements, Income Tax return and other Indirect Tax return such as GST for the latest financial year (GST returns for all the months of the previous financial year) obtained from the appropriate authority; and any other materials required to be completed and submitted by bidders, as specified in the Bid Data sheet.

11.2 Alternate design

- a) Unless otherwise specified in the design data sheet, alternate design shall not be considered.
- b) Bidders wishing to offer technical alternatives to the requirement of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer including drawings, design, calculations, technical specifications, breakdown of prices and proposed construction methodology and other relevant details. Only technical alternatives if any, of the lowest evaluated bidder confirming to basic technical requirement shall be considered by the employees.
- c) Bidders are permitted to submit alternative technical solutions for specified parts of the projects identified in the bid data sheet.

## **12. Bid Prices**

12.1 The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.

12.2 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

12.3 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bid Data sheet and the provisions of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Contract Data Sheet and the Conditions of Contract.

12.4 If the contractor offers discount / rebate in a particular item, his bid price will be after deducting the discount from the original quoted price. If the contractor offers discount/ rebate in the total value of work, his bid price will be same as original quoted rate, after calculating the total amount, the discount / rebate amount is to be deducted.

## **13. Currency**

13.1 The currency for the purpose of the Bid document shall be the Indian Rupee (INR).

## **14. Bid Validity**

14.1 Bids shall remain valid for a period of 90 days unless otherwise specified in the Bid Data sheet.

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- 14.2 In exceptional circumstances, the Commissioner may request that the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's response shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 15 in all respects.

### **15. Bid Security (Earnest Money Deposit)**

- 15.1 The Bidder shall furnish, as part of the Bid, a Bid Security (EMD) Rs. *<Insert Amount>*. The EMD amount shall be furnished only through online net banking transaction at the time of submission of Bids on the e-tender portal <https://tntenders.gov.in>. The EMD will be refunded to the unsuccessful bidder without interest after intimation is sent of the rejection of the Bid. Bids not submitted with the EMD will be rejected. The Bid security of the successful Bidder will be returned as per Clause 14.2.

- 14.2 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

- 14.3 The Bid Security will be forfeited:

- i. If a Bidder withdraws his Bid during the period of Bid validity.
- ii. If a successful Bidder fails to:
  - a. Execute the Agreement or
  - b. Furnish the necessary performance security within the specified time limit of 14 days from the date of issue of letter of award of his Bid;

or

in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the agreement: or furnish the required Performance Security

### **16. Format and Signing of Bid**

- 16.1 The Bidder shall prepare the documents comprising the Bid as described in Clause 10 of these Instructions to Bidders, bound with the volume containing the Form of Bid.
- 16.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 24.2(a) as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 16.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

The Bid document and Price Bid Documents uploaded in the PDF format should not be changed or converted to any other format while downloading.

## **D. Online Submission and Opening of Bids**

### **17. Procedure for e-submission:**

- 17.1 The bidder should submit the bid documents by online mode through the site (<https://tntenders.gov.in>)

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- 17.2 Bidder should do the registration in the e – tender site using the option available. Then the Digital signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/nCode etc. The list of address of the DSC vendors can be seen in [https://tntenders.gov.in/nicgep/app?component=%24DirectLink\\_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf](https://tntenders.gov.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf)
- 17.3 Bidder should refer Bidders Manual Kit – 5- Online e-Bid Submission. Two-Cover\_bid\_submission as given in the link below : <https://tntenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>
- 17.4 The Bidder has to submit the Bid document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
- 17.5 The bidders should submit the EMD by online transfer only through NIC portal. The Bidders shall submit scanned copy of online transaction statement towards Bid Security as part of Technical Bid.
- 17.6 The GCC will not be held responsible for any sort of delay or the technical difficulty faced in the submission of tenders online by the bidders.
- 17.7 The online Bidding super scribed as “Technical Bid “contains Scanned copy of Bid Security, Pre-Qualification Documents and Bid document furnished by GCC to be submitted in the online bidding. The Bid document furnished by GCC uploaded in the PDF format should not be changed or converted to any other format while submitted in the online bidding.
- 17.8 The online bidding super scribed as “Price Bid “contains Price Bid Documents.
- 17.9 The tendering system will give an ACKNOWLEDGEMENT Message only after successful uploading of all the required bid documents. The ACKNOWLEDGEMENT is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed with the e-token of the bidder and then submitted. The ACKNOWLEDGEMENT should be printed and to be kept as a token of the submission of the bid.

## **18. Deadline for Submission of Bids**

- 18.1 The bidders are requested to upload all related documents through e-tendering online system to the Tender Inviting Authority well before the time and date specified in the Bid Data sheet.
- 18.2 The Tender Inviting Authority may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 7, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

## **19. Late Bids**

The Tender Inviting Authority will not allow any late / delayed submission of bids after due date and time as per server system

## **E.Evaluation and Comparison of Bids**

### **20. Bid Opening and Evaluation**

- 20.1 The Employer shall open Technical Parts of all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who chooses to attend, and this could also be viewed by

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the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids.

20.2 The Price Bid of technically qualified Bidders will be opened by the Tender Inviting Authority, in the presence of Bidders / authorized representatives who choose to attend. The date of opening of the Price Bid will be intimated to all the qualified Bidders after evaluation of the Technical part of the Bids by the Tender Inviting Authority.

20.3 The Bidder's names, the Bid prices, the total amount of each Bid and such other details including discounts offered by the bidders as the Tender Inviting Authority may consider appropriate, will be announced by the Tender Inviting Authority at the opening of the financial part of the bid.

20.4 Authority shall constitute a Tender Scrutiny Committee to evaluate the responses of the Bidders. The Tender Scrutiny Committee shall evaluate the responses to the tender and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their Bids. The decision of the Tender Scrutiny Committee in the evaluation of Bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Scrutiny Committee may ask for meetings or presentation with the Bidders to seek clarifications or confirmations on their Bids. The Tender Scrutiny Committee reserves the right to reject any or all Bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.

## **21. Process to Be Confidential**

21.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the **Employer's processing** of Bids or award decisions may result in the rejection of his Bid.

## **22. Clarification of Bids and Contacting the Employer**

22.1 From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.

22.2 To assist in the examination, evaluation, and comparison of Bids, the Employer/Tender Scrutiny Committee may, at the Employer's discretion, ask any Bidder for clarification of the Bidders Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.

22.3 Any effort by the Bidder to influence the Tender Inviting Authority in its Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

## **23. Examination of Bids and Determination of Responsiveness**

23.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid

- a. Meets the eligibility criteria defined in Clause 2;

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- b. Has been properly signed including the document uploaded by Greater Chennai Corporation in the e-tender portal;
- c. Is accompanied by the required securities; and
- d. Is substantially responsive to the requirements of the tender documents.

23.2 A substantially responsive Bid is one which conforms to all the terms and conditions, and specifications of the tender documents, without material deviation or reservation.

A material deviation or reservation is one,

- a) Which affects in any substantial way the scope, quality, or performance of the works;
- b) Which limits in any substantial way, inconsistent with the tender documents, the Employer's rights, or the Bidder's obligations under the contract; or
- c. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.

23.3 If a Bid is not substantially responsive, it will be rejected by the Employer/Tender Scrutiny Committee and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **24. Evaluation and Comparison of Bids**

24.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 22.

24.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price and by making any correction for errors pursuant to Clause 26.

## **25. Qualification of the Bidder**

25.1 All Bidders shall provide in Section III, a preliminary description of the proposed work method schedule, as necessary.

25.2 All Bidders shall include the following information and documents with their Bids in the prescribed format as per Section III, unless otherwise stated in the Bid Data sheet:

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

The Bidder should have successfully completed similar in nature of works only during Last five years ending last day of << **Insert Month & Year**>>. The value work shall not be less than <**Insert Value in %**> of the value put to tender in any of the preceding five years in Government of India / State Government Department / Government undertaking in India / Local Bodies / Public Sector.

Three Similar completed works costing not less than the amount equal to 40% of the estimated cost

(or)

Two Similar completed works costing not less than the amount equal to 50% of the estimated cost

(or)

One Similar completed work costing not less than the amount equal to 80% of the estimated cost

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- c) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's report for the past five years (I.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)
- e) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- f) Authority to seek references from the Bidder's bankers;
- g) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- h) Proposals for subcontracting components of the works amounting to more than 10% of the Contract Price.
- i) The Bidder should have annual turnover of 1.0 to 1.5 times the value of work in any one of the last five years.
- j) The Bidder has the responsibility to meet the technical qualifications.
- k) The Bidder should not have been sanctioned/blacklisted by any government / quasi government agency during the past five years period.
- l) All the credentials furnished by the bidder towards satisfying the qualification criteria shall be duly certified by a "Notary Public" and the certified credentials should have office seal with the signature or the initial of the bidder or their authorized signatory
- m) The proposed methodology and program of construction including Environmental Social Management Plan backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

Bidders shall provide declaration of undertaking Social and Environmental in accordance with code of conduct of contractor personnel (ES) Form as specified in Appendix -3

#### 25.3 Where Joint Ventures are permitted:

Consortium bid is allowed . Bids submitted by a Joint Venture of not more than XXXX firms as partners shall comply with the following requirements:

- a) Consortium may be a 'Company' incorporated under Companies Act 1956/ 2013 as amended / modified / replaced from time to time or a firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership (LLP) Act, 2008 or an AIF or any combination thereof with a formal intent to enter into a legally binding agreement to form a Joint Venture
- b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV and the entire execution of the contract, including payment, shall be done exclusively with
- d) the partner in charge
- e) All partners of the JV shall be liable jointly and severally for the execution of the contract in accordance with the contract terms . Each partner of JV shall have a minimum 26% share in the participation of the contract
- f) The Parties of the JV shall comply with equity lock-in requirements for a minimum of 26% equity share capital until 3 years from date of signing of contract or 80% completion of works.

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24.4 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- a) Intending Bidder should be a Class I Registered contractor (monetary limit above Rs.XX lakhs) in any of the Government of India / State Government Department/ Government undertaking in India and registered with the GSTN authority.
- b) The Bidder should have successfully completed similar in nature of works only during Last five years ending last day of <<Insert month & Year>. The value work shall not be less than <<Insert value>> % of the value put to tender in any of the preceding five years in Government of India / State Government Department / Government undertaking in India / Local Bodies / Public Sector.  
Three Similar completed works costing not less than the amount equal to 40% of the estimated cost  
(or)  
Two Similar completed works costing not less than the amount equal to 50% of the estimated cost  
(or)  
One Similar completed work costing not less than the amount equal to 80% of the estimated cost

**Completion certificate** obtained from Client / Department should be enclosed.

- c) Proof for the Bidder should have achieved the annual turnover of not less than % of value of work in any one of the preceding five years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) is enclosed.

<<Insert Value>>% of the work value is Rs. <<Insert amount in Lakhs >>.

- d) Proof of the applicant for having working capital sufficient to finance at least % of value put to tender is enclosed.

If yes, the amount available in the bank account of the applicant on the date of submission of application and the unutilized amount of overdraft / credit facility extended to the applicant by the Nationalized / Scheduled banks should be enclosed. The format of Bank Certificate is provided in Annexure B of bidding document.

- e) The Bidder should have the minimum Key Personnel as specified in the Bid Data Sheet. Addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.
- f) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

**Assessed Available Bid capacity = (A x N x 1.5 - B)**

Where

A = Maximum annual turnover in any one year during the last **five** years (updated to 2023-24 price level).

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

B = Value, at price 2023-24 level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

- g) The Bidder should submit the List of Equipment's proposed to deploy for the work.
- h) The Bidder should submit self-declaration certificate of not been blacklisted in any manner whatsoever by any government/quasi government agency in India during the past 5 year period.

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Note:

- i. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. The evaluation of the bid capacity is at the discretion of the Tender Inviting Authority and its decision is final and no appeal is allowed.
- ii. The value of the works executed and Financial Turnover of the Previous Years shall be given a Weightage of 10% each per year to bring them to the Price Level of 2023-24. Weightage is as follows for value of works executed and Financial Turnover:

2023-24: 1X Financial Turnover  
 2022-23: 1.10 X Financial Turnover  
 2021-22: 1.21 X Financial Turnover  
 2020-21: 1.33 X Financial Turnover  
 2019-20: 1.46 X Financial Turnover

## **2. Employer's Right to accept any Bid and to Reject any or all Bids**

(1) After negotiation with the Bidder and before passing the order accepting a Bid as under sub-section (6) of section 10 of the Tamil Nadu Transparency in Tender Act, 1998, if the Tender Inviting Authority decides that the price quoted by such Bidder is exorbitantly higher by the percentage as may be prescribed over the schedule of rates or prevailing market price, he shall reject the Bid.

(2) The Tender Inviting Authority, before passing the order accepting a Bid, may also reject all the Bids for reasons such as changes in the scope of procurement, new technologies or substantial design changes, lack of anticipated financial resources, Court orders, accidents or calamities and other unforeseen circumstances.

## **F. Award of Contract**

### **3. Award Criteria**

- 3.1 Subject to Clause 22 and 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be
  - a) Eligible in accordance with the provisions of Clause 2, and
  - b) Qualified in accordance with the provisions of Clause 24.
- 3.2 In determining the lowest evaluated price, the following practice will be considered:
  - i) In case of discrepancy between prices quoted in words and in figures, whichever is least will be taken.

### **4. Rates to Include**

The tendered rates for the items should be inclusive of all items of works required for the proper execution of the items (viz) watering, barricading, lighting, watching, safety arrangements in the interest of traffic, safeguarding the underground services etc. and no claim for extra payment on any score will be entertained. The rates to be tendered should be inclusive of Goods and Services Tax

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(GST) and other taxes in force. 1-28 Preliminary specification etc. in SSRB/TNBP will form part of the Contract.

### 5. Notification of Award and Signing of Agreement

- 5.1 The Bidder whose Bid has been accepted will be notified of the award by the Commissioner prior to expiration of the Bid validity period by E-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Award”) will state the sum that the Commissioner will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 5.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 29.1 and signing the Agreement in accordance with Clause 28.3.
- 5.3 The bidder shall have to enter into an Agreement with the Commissioner within 14 days from the date of receipt of Letter of Award. The form of Agreement will have to be stamped at the stamp office at the cost of the Bidder.
- 5.4 Upon the furnishing of the Performance Security by the successful Bidder, the Commissioner will promptly notify the other Bidders that their Bids have been unsuccessful.

### 6. Performance Security (Security Deposit)

Within 14 days after receipt of the Letter of Award, the successful Bidder shall deliver a Performance Security as per the Standard Form of Performance Security specified in the Annexure-A of tender document to the Commissioner, Greater Chennai Corporation. The Performance Security amount is 2 percent of the Accepted Contract Amount plus additional security for unbalanced bids [*asper Clause 29.2 below*], and in the form of national Savings Certificate/Small savings instruments/deposits/Accounts pledged in favour of Commissioner, Greater Chennai Corporation Bank; irrevocable Bank Guarantee/Warranty. However, it is open to the Commissioner to insist on higher deposit as per rules in force.

- 6.1 Failure of the successful Bidder to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 6.2 As per Council Resolution No. 456/2002, Dt : 28-11-2002 the amount of Additional Security Deposit to be paid by the Contractor along with the tender for various percentage of rebate are as follows:

Percentage of rebate	Amount of Additional Security Deposit payable in the form of Demand Draft
5 to less than 15%	2%
15% to 20%	50% of Difference between Office value of work and Tender amount.
above 20%	Same as above

- 6.3 The Contractors has to pay the Additional Security Deposit through RTGS only in favour of Commissioner, Greater Chennai Corporation while submitting the tender documents. **If any of the contractor has not enclosed Additional Security Deposit for the appropriate value in the form of scanned copy of**

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**RTGS while submitting tender documents the tender of such tenderers will be summarily rejected.**

- 6.4 If percentage of rebate is above 20%, the tenderer should furnish the breakup details, risk, cost, and responsibility analysis and produce documents to prove the previous experience and work on hand with performance certificate showing the satisfactory completion of works entrusted in order to substantiate that the quoted rate is workable for complete execution as detailed in tender.

### **30. Adjudicator**

The Commissioner, Greater Chennai Corporation will propose the person to be appointed as Adjudicator under the Contract and stipulated in the Letter of Award.

### **31. Arbitration**

In case of any dispute or difference between the parties to the Contract either during progress or after the completion of the work or after the termination, abandonment, or breach of Contract or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Superintending Engineer as to the withholding by the Superintending Engineer of payment of any bill to which the contractor may claim to be entitled, then either party shall forthwith give to the other, notice of such dispute or difference shall be referred to the Arbitrator and the award of such Arbitrator shall be Final binding on the parties, progress of work shall not be suspended or delayed on account of the reference of the dispute to arbitration under this clause.

Either party within a period shall be fixed by the arbitration file before the arbitration statement of the case and also shall all documents relating to or having a hearing on the case. The Arbitrator shall not be bound to observe the ordinary rules of procedure applicable to trials before judicial Tribunals nor to hear or receive formal evidence but may pass an award on the documents and statements of the case filed by the parties or personal inspection or on both. The Arbitrator shall have power to view the subject matter of the dispute with or without the parties or their agents to open review and revise any certificate, opinion decision, requisition or notice have in regard to the matters, expressly examined and to determine all matters in dispute which shall be submitted to him and of which notice has been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition, or notice been given.

The expenses of such reference to Arbitration shall be awarded by the Arbitrator in his discretion subject to the condition that the amount of expenses awarded to either party shall not exceed the limits set forth, irrespective of the actual expenses incurred by either party. The arbitrator may determine the amount of expenses to be awarded or direct the same to be shared as between solicitor and client or as party, and party and shall direct by whom and to whom and what manner the same shall be borne and paid.

The limits referred in this clause are 5% monetary award which does not exceed Rs. 10,000/-, 3 % on which next Rs.40,000/- or any part thereof, 2% on the next Rs.50,000/- or any part thereof.

As soon as information demonstrating the effect of each Compensation Event upon contractor's forecast. It is to be assessed by the Engineer. If the Contractor's forecast is the deemed unreasonable, the decision of the Engineer is final binding on the Contractor. The Engineer will assume that the Contractor will react competently and promptly to the event. The Contractor has to not be entitled to compensation to the extent that the Authority's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

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## Section III

### Bid Data Sheet

Instructions to Bidders (ITB) Clause Reference	Bid Data	
	A. General	
(1.1)	Name of the work & tender Ref No. As given in Page no. 5	
(1.5)	Guidelines on Preventing and Combating Fraud and Corruption in Program is available at following link : <a href="https://Ppfdocuments.azureedge.net/3682.pdf">https://Ppfdocuments.azureedge.net/3682.pdf</a>	
(2.3)	A list of debarred firms and individuals is available at the Bank’s external website : <a href="https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms">https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms</a> .	
(2.4)	Bids from Joint ventures of not more than XX firms as partners /are not acceptable.	
(24.4)	The qualification data required from Bidders in Sub-Clause 24.	
(24.4)	The qualification criteria in Sub-Clause 24.	
(24.4 c)	The minimum required annual turnover for the successful Bidder in anyone of the last five years shall be <<Insert value>>% of the tender value of work i.e., Rs. <<Insert amount in Lakhs >>.	
(24.4 d)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be<<Insert value>>% of the tender value of work i.e., Rs. <<Insert amount in Lakhs >>.	
(24.4 f)	Technical Personnel to be deployed by the Contractor for the work.	
	Name of members of technical staff proposed to be employed	Minimum Qualifications and Experience

### Rate of progress

The attention of the tenderers is directed to the Contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time, as will be indicated by the Executive Engineer certificate of the value of work done, will be required. Date of commencement of this programme will be the date on which the site (or premises) is handed over to the Contractor.

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Period after date of commencement (1) - at the end of:	Percentage of work completed(based on contract amount) (2)
	The work should be completed in all respects Within the period of <<Insert No. of Months>>

**Note:** The period to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Executive Engineer to suit each case.

Instructions to Bidders (ITB) Clause Reference	Bid Data
	<b>B. Bidding Documents</b>
(5.2)	The number of copies of the Bid to be completed and returned shall be <b>one copy.</b>
	<b>C. Preparation of Bids</b>
(11.3)	The Contract is subjected to price adjustment in accordance with price adjustment clause given in Section IV - <b>Price</b> conditions of contract. <<May be opted as per project duration & necessity (or) deleted>>
(13)	The period of Bid validity shall be 90 days after the deadline for submission of Bid.
(14)	The amount of Bid Security shall be Rs. <Insert amount in INR>.
	<b>D. Submission of Bids</b>
(16)	Submission of Bids through e-tendering online system only.
(17.1)	The deadline for submission of Bids shall be << <b>Insert Day, Month and Year</b> >> at << <b>Insert Time</b> >>
	<b>E. Bid Opening and Evaluation</b>
(19.1)	The opening of the Prequalification Bid shall take place on << <b>Insert Day, Month and Year</b> >> at << <b>Insert Time</b> >>  Office of Head Of the Department. Greater Chennai Corporation, Chennai, Tamil Nadu 600 003.
	<b>F. Award of Contract</b>
(26.1)	The Standard Form of Performance Security acceptable to the Commissioner shall be in the form of Annexure-A of the tender document. The Performance Security (Security Deposit) will be 2% of the Contract Price in the form of Bank Guarantee drawn in favour of Commissioner, Greater Chennai Corporation.

#### Section IV

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## Forms of Bid and Qualification Information

### 1. Bidders Information Form

To:

<<Head of the Department>>  
Greater Chennai Corporation,  
Chennai.

Sir,

1. Being duly authorized to represent and act on behalf of .....name of the Bidder ....., hereinafter “the Bidder” and having reviewed and fully understand all the bidding information provided, the undersigned hereby applies to be pre-qualified by yourselves as a bidder for the
2. The Bid is made in the full understanding of the following and declares:
  - a) We have examined and have no reservations to the Tender Document, including Addenda No.(s).....issued in accordance with ITB Clause 7.
  - b) We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB Sub-Clause 2.4.
  - c) We, in accordance with GCC Sub-Clause & Appendix to Bid, plan to subcontract the following key activities or parts of the works to the following sub-contractors.

Name of Sub Contractor	Address	Key activity	Tentative Amount of the sub activity

(if no part to be sub-contracted, indicate “none”)

- d) We understand that you may accept / reject any Bidding, cancel the Bidding process at any time and reject all the Bids and that you are not bound either to accept any Bids that you may receive without incurring any liability to the Bidders, in accordance with ITB Clause 25.
  - e) We understand that your Employer will not be liable for any such actions and will be under no obligation to inform the Bidder of the grounds from them.
3. Attached herewith are the following:
  - i) Audited Financial Statements, GST returns and other Sales Tax clearance certificates for the **last five years** issued by the appropriate authority;
  - ii) Bid Security for Rs. <<Insert amount in INR>>/- submitted only through online net banking transaction at the time of submission of Bid on the e-tender portal <https://tntenders.gov.in>.
4. Attached to this letter are copies of original documents defining:
  - i) **the Bidder’s legal status;**
  - ii) the principal place of business;

Signature of Tenderer

- iii) the place of incorporation (for Bidders that are corporations) or the place of registration and the nationality of the owner(s) for Bidders that are partnerships or individually owned firms.
5. The Greater Chennai Corporation and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this Bid, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Prequalification Bid Submission Sheet will also serve as authorization to any individual or authorized representative or any institute referred to in the supporting information to provide such information deemed necessary and requested by the Greater Chennai Corporation to verify statements and information provided in this Bids, or with regard to the resources, experience, and competence of the Bidder.
6. The Greater Chennai Corporation and its authorized representatives may contact the following persons for further information:

**Name and Telephone No. of person**

General and Management Information		
Personnel		
Technical Enquiries		
Financial Enquiries		

7. The undersigned declare that the statement made and the information provided in the duly completed Bids are complete, true, and correct in every detail.

**Name**.....

**In the Capacity of**.....

**Signed**.....

.

**Duly authorized to sign the Bids for and on behalf of** .....

**Date**.....

Signature of Tenderer

**2. Declaration by the Bidder / Tenderer**

I/We \_\_\_\_\_ hereby declare that

I/We am/are not in any way related to any officer who is in charge of ..... or having control of this work as referred in Clause 2.5 of ITB

I/We agree that if, at any stage, it is found that this declaration is untrue, the Bid Security/Performance Security paid by me/us will be forfeited and the Contract entered will stand cancelled at the risk and cost of Contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in Cl.2.5 of ITB.

Signature of the Bidder:

Place:

Date:

Signature of Tenderer

### 3. Qualification Information

#### 3.1 Pre-Qualification BID Questionnaire

Sl.No	Questions	Answers to be furnished by the bidder
1	Name of Firm	
2	Nationality	
3	Head Office Address Postal Telephone No. Fax No. E-Mail	
4	Type of Organization Individual Partnership Incorporated company	
5	Year & place of establishment	
6	Declaration against Blacklisting is not subject to debarment or (has not been sanctioned under the World Bank system of debarment and cross-debarment ( (Applicable for World Bank funded projects))	
7	Give brief description of field/areas in which you have executed work. Please furnish details and particulars of such works in the relevant formats attached.	
8	Are you registered with any other Government/ Department/Public undertaking? (if yes, give details)	
9	What are your sources of finance? (Please give details of bank reference certificate from bank endorsing your financial stability and certificate to substantiate other sources)	
10	Give the last five years account with Audited Financial Statements, GST returns/Indirect Tax returns as applicable.	
11	How much is your paid up capital? How much is your working capital? How much is your annual turnover for the last five years? (Give separately for each year) How much is your net income for the last five years? (Give separately for each year)	
12	Formats (enclosed may filled). Details of Engineers & Managerial Personnel to be deployed for the project and Project organization. Details of machinery and equipment owned by the Company. List of Machinery & equipment that company proposes to take on rent and use for the work. Present activities in which your firm is engaged as a Main contractor (last five years). Present activities in which your firm is working in Joint Venture (last five years). Material Testing facilities available with the firm	Signature of Tenderer

### 3.2 List of Equipments Proposed to Deploy for the Work

(To be filled by the Bidder)

Sl. No.	Particulars of Equipment	Capacity	Number	Own/Lease/Rent
1				
2				
3				
4				
5				
6				
7				

### 3.3 List of Key Personnel Proposed to Deploy for the Work

Sl. No	Name	Position	Qualification	Years of Experience in the relevant field

### 3.4 Preliminary Description of the Work Method Schedule

Bidders are required to provide a preliminary description of approach and methodology to execute the work. The typical content under the work methodology shall contain the following:

#	Item
1.	<u>Understanding of Requirement and Work Plan &amp; its adequacy</u>
2.	<u>Robustness and Quality: Project Implementation Approach or Strategy</u>
3.	<u>Assessment of Manpower Deployment and Contingency Management</u>

Signature of Tenderer



### 3.5 Application Information Sheet

Application Information	
Bidder's Legal Name	
Bidder's actual or intended year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone no., e-mail address)	
Attached are copies of the following original documents. In the case of single entity, articles of incorporation or constitution of the legal entity named above.	

### 3.6 Financial Statement (Data for Previous Five Years in Indian Rupees)

#### a. Information from Balance Sheet 2017-18

Year	2023-24	2022-23	2021-22	2020-21	2019-20
Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

#### b. Information from Income Statement

Year	2023-24	2022-23	2021-22	2020-21	2019-20
Total Revenue					
Profit before Tax					
Profit after tax					
Attached are copies of financial statements (balance sheets including schedules and income statements) for the last five years, as indicated above, complying with the following conditions All such documents reflect the financial situation of the bidder Historical financial statements must be audited by a certified chartered accountant Historical financial statements must be complete, including all schedules to the financial statements					

### 3.10 Total Annual Turnover

(bidder must fill in this form)

TOTAL ANNUAL TURNOVER FOR THE LAST FIVE FINANCIAL YEARS	
Year	Indian Rupees
2023-24	
2022-23	
2021-22	
2020-21	
2019-20	
Total	

Signature of Tenderer

### 3.11 Present Activities in which Bidder Firm is Engaged

*(To be filled by bidder)*

[illegible]

### 3.12 Completed Works (During Last 5 Years) (bidder must fill in this form)

[illegible]

**Declaration against Blacklisting**

*(To be submitted on the Letterhead of the bidder firm)*

{Place}

{Date}

To:

The Commissioner,  
Greater Chennai Corporation,  
Chennai, Tamil Nadu 600 003.

Subject: Self Declaration of not been blacklisted in response to the Tender for

Dear Sir,

We confirm that our company/organization, \_\_\_\_\_ is not blacklisted in any manner whatsoever by any government/quasi government agency in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice during the past 5 year period.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment or has not been sanctioned under the World Bank system of debarment and cross-debarment ((Applicable for World Bank funded projects)

Bidder's Firm Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation

Signature of Tenderer

## Definitions & Interpretations

1. **Act** means the Tamil Nadu transparency in Tenders Act, 1998 (Tamil Nadu Act 43 of 1998).
2. **Rules** means The Tamil Nadu Transparency in Tender Rules, 2000
3. **Adjudicator:** The Commissioner will propose the person to be appointed as Adjudicator under the Contract in the Letter of Award.
4. **Arbitrator:** If a party is dissatisfied with the decision of the Adjudicator or no decision is given within the time set out the party may give notice of dissatisfaction and a dispute which has been the subject of a notice of dissatisfaction has to be finally settled by Arbitral tribunal. The Arbitrator can revise the decision of the Adjudicator. The Arbitral Tribunal consists of 3 Arbitrators, one each to be appointed by the Authority and the Contractor. The third Arbitrator has to be chosen by the two Arbitrators so appointed by the parties and has to act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator has to be appointed by President of the Institution of Engineers (India).
5. **The Authority** (Commissioner) or his authorised representative is the party who Employs the Contractor to carry out the Works.
6. **Earnest Money Deposit** means the amount required to be remitted by a Bidder along with his Bid indicating his willingness to implement the Contract.
7. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
8. **BIS** means Bureau of Indian Standards.
9. **Compensation Events** are those defined in Clause - 1.25.
10. **The Completion Date** is the date of completion of the Works as certified by the Superintending Engineer / Zonal Executive Engineer,
11. **The Contract** is the Contract between the Authority and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 10.1.
12. **The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Authority.
13. **Tenderer or Bidder:** Any person, firm or Corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.
14. **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Authority.
15. **Bid Price:** The prices and discounts quoted by the bidder in the letter of bid and in the bill of quantities.
16. **The Contract Price** is the price stated in the Letter of Award and thereafter as adjusted in accordance with the provisions of the Contract.

Signature of Tenderer

17. **Days** are calendar days; months are calendar months.
18. **A Defect** is any part of the Works not completed in accordance with the Contract.
19. **The Defects Liability Certificate** is the certificate issued by Superintending Engineer upon correction of defects by the Contractor.
20. **The Defect Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
21. **Drawings** include calculations and other information provided or approved by the Superintending Engineer for the execution of the Contract.
22. **The Authority** (The Commissioner) is the party who employs the Contractor to carry out the Works.
23. **The Superintending Engineer** is the person named in the Contract Data or any other competent person appointed by the Commissioner, Greater Chennai Corporation and notified to the Contractor, to act in replacement of the Superintending Engineer who is responsible for supervising the execution of the Works and administering the Contract.
24. **The Executive Engineer** is an Executive Engineer of Greater Chennai Corporation, who will be in charge of work in Greater Chennai Corporation.
25. **Equipment is the Contractor's machinery and vehicles brought temporarily to the Site** to construct the Works.
26. **The Initial Contract Price is the Contract Price listed in the Authority's Letter of Award.**
27. **The Intended Completion Date** is the date on which it is intended that the Contractor has to complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Superintending Engineer by issuing an extension of time.
28. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
29. **Plant** is any integral part of the Works that has to have a mechanical, electrical, chemical, or biological function.
30. **The Site** is the area defined as such in the Contract Data.
31. **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
32. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Superintending Engineer.
33. **The Start Date** is given in the Contract Data. It is the latest date when the Contractor has to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
34. **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
35. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Signature of Tenderer

36. **Two-Bid system** means a procedure under which the Bidders are required to simultaneously submit two separate Bids, one containing the Technical Bid with the details of their capability to undertake the tender which will be opened first and the other one containing the price quotation which will be opened only if the Bidder is found technically qualified to execute the tender.
37. **Blood Relative** As per the provision of CCS (Conduct) Rules, 1964, the “Members of family” in relation to a Government servant include the wife or husband, son or daughter, parents, brothers or sisters or any person related to any of them by blood or marriage, whether they are dependent on the Government servant or not.

## Section V

### Letter of Award

*[Letterhead paper of the Employer]*

By E-mail/Registered Post with acknowledgement due/

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Letter No. ....

Dt. ....

Sub:

Ref: **C. No.** .....

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Contract Price of *[amount in numbers and words]*, is hereby accepted by our Employer.

- (a) We propose that *[name of the Adjudicator]* be appointed as the Adjudicator.
- (b) You are hereby requested to furnish performance security in the form detailed in Cl. 29.1 of ITB for an amount of Rs ----- within 14 days of the receipt of the Letter of Award. The Performance Security IN THE FORM OF Bank Guarantee shall be valid up to 6 months after completion of work certified by the Engineer in Charge. You are requested to sign the Contract within -----days from the date of receipt of this letter, failing which action as stated in ITB will be taken.
- (c) You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: \_\_\_\_\_

Attachment: Agreement

Signature of Tenderer

## Contractor's Bid

Description of Work:

*[date]*

To: *[name and address of Employer]*

We offer to execute the .....  
 ..... *[name and identification number of Contract]* in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]*.

We accept the appointment of *[name proposed in Letter of Award]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[name proposed in Letter of Award]* as the Adjudicator and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the tender documents and specified in the Bid Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Authorized Signature: \_\_\_\_\_

Signature of Tenderer



## Agreement

### ARTICLES OF AGREEMENT MADE THIS day of

Between the Commissioner, Greater Chennai Corporation (hereinafter called the "Commissioner" which expression shall where the context so admits include his successors in office and assigns) of the one part \*

of @

(Hereinafter called the Contractor - which expressions shall where the context so admits include his heirs, executors, administrators, and legal representatives) of the other part.

**WHEREAS** the Commissioner is desirous of #

and has caused estimate of probably quantities contained in Schedule A, drawings and specifications describing the work to be done to be prepared.

**AND WHEREAS** the said Schedule A, drawings numbered serially 1 to.....**inclusive** - (Schedule B) - the preliminary Specifications have been signed by or on behalf of the parties hereto.

**AND WHEREAS** the contractor has agreed to the retention by the Corporation of the **earnest money of Rupees**..... **paid by him when he submitted his** tender as security for the due fulfillment of the contract to the satisfaction of the **Superintending Engineer..... Special Projects Department, Greater Chennai Corporation (hereinafter referred to as the S.E.....Dept.) may direct to deposit as security for the aforesaid purpose currency notes of the value Rs..... to perfect Such cash or security.**

**AND WHEREAS** the contractor has deposited with the S.E ..... Dept. the sum of Rs.....cash as performance security for the due fulfillment of this contract to the satisfaction of the S.E. .... Dept.

**AND WHEREAS** the contractor has also signed the copy of the SSRB/TNBP and **addenda volume thereto maintained in the ..... 'DEPT.' of the Greater Chennai Corporation** acknowledgement of being bound by all the conditions of the clauses of the Standard Preliminary Specification and all the Specifications for items of works described by a Standard Specification Number in Schedule 'A'.

**AND WHEREAS** the contractor has agreed to execute upon and subject to the conditions set forth in the General conditions of contract of T.N.B.P, such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said condition") the works as shown upon the drawings and described in the said specifications and set forth in Schedule A as the "Probable quantities" and comply with the rate of progress noted at the end of the Articles of Agreement for a sum of Rupees.

or such other sum as may be arrived at under the clause of the standard preliminary specification relating to "payment on lump sum basis or by final measurement at unit prices." Now it is hereby agreed as follows:

In consideration of the payment of the said sum of Rupees.....or such other sum as may be arrived at under the clause of the Standard preliminary specification of relating "payment on lump sum basis or by final measurement at unit prices" the Contractor will, upon and subject to the said conditions, execute and complete the works shown upon the said drawings and described in the said specification and to the extent of probable quantities shown in schedule A with such variation, by way of

Signature of Tenderer

alterations or additions, to or deductions from the said work and method of payment therefore as are provided for in the said conditions.

Now this Agreement witnesses as follows:

1. In this Agreement, words and expressions has to has the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they have to be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Authority hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and treated as part and parcel of this Agreement, viz.:
  - i) **Tender Document including the Contractor's Bid Documents and all other** documents furnished by the bidder and submitted as part of the Bid;
  - ii) Conditions of contract (including Additional Conditions of Contract);
  - iii) Specifications;
  - iv) Drawings;
  - v) Bill of Quantities;
5. Detailed conditions agreed in the tender document form part of the agreement. The services to be performed, timelines to be met with, penalty clauses for non-performance, and the other stipulations will be as furnished herein:
  - i. **Contract Period:** The Contract period for 12 months from the date of issue of Letter of Award to the successful contractor.
  - ii. **Retention Money:** The Greater Chennai Corporation shall retain a sum equivalent to 5% of the value of each part bill as retention money from each payment due to the Contractor. Out of the 5% of the retention amount, on issue of completion certificate for the work, 2.5% will be released to the Contractor, while the balance 2.5% will be released after 2 year period. The contractor shall submit a Performance Indemnity Bond for the period thereafter till the end of defect liability period (i.e., 5 year).
  - iii. **Quality Control:** Inspections will be carried out by Quality control Team in order to maintain quality control.
  - iv. **Price Adjustment Clause:** xxxxxx

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

In                      witness                      whereof                      the                      contract  
 .....\*  
 ..... has hereunto set his  
 hand                      and                      #  
 ..... the  
 Commissioner has hereunto set his hand the day and year first above written.

Signature of Tenderer

**Signed by the Contractor:**  
Full Address :

**In the presence of witness:**

**Signed by the Commissioner:**

**The Common Seal of the Greater Chennai Corporation hereunto affixed in presence of:**

**\* Contractor's name**

**# Name and designation**

Signature of Tenderer

## Section VI

### 1. Conditions of Contract

#### 1.1 General Definitions

1. 1. **Boldface type** is used to identify defined terms.
2. **Act** means the Tamil Nadu transparency in Tenders Act, 1998 (Tamil Nadu Act 43 of 1998).
3. **Rules** means The Tamil Nadu Transparency in Tender Rules, 2000.
4. **Adjudicator:** The Commissioner will propose the person to be appointed as Adjudicator under the Contract in the Letter of Award.
5. **Arbitrator:** If a party is dissatisfied with the decision of the Adjudicator or no decision is given within the time set out the party may give notice of dissatisfaction and a dispute which has been the subject of a notice of dissatisfaction has to be finally settled by Arbitral tribunal. The Arbitrator can revise the decision of the Adjudicator. The Arbitral Tribunal consists of 3 Arbitrators, one each to be appointed by the Authority and the Contractor. The third Arbitrator has to be chosen by the two Arbitrators so appointed by the parties and has to act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator has to be appointed by President of the Institution of Engineers (India).
6. **The Authority** (Commissioner) or his authorised representative is the party who Employs the Contractor to carry out the Works.
7. **Earnest Money Deposit** means the amount required to be remitted by a Bidder along with his Bid indicating his willingness to implement the Contract.
8. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
9. **BIS** means Bureau of Indian Standards.
10. **Compensation Events** are those defined in clause 1.13.
11. **The Completion Date** is the date of completion of the Works as certified by the Authority.
12. **The Contract** is the Contract between the Authority and the Contractor to execute, complete, and maintain the Works.
13. **The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Authority.
14. **Tenderer or Bidder:** Any person, firm or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.
15. **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Authority.
16. **Bid Price:** The prices and discounts quoted by the bidder in the letter of bid and in the bill of quantities.

Signature of Tenderer

17. **The Contract Price** is the price stated in the Letter of Award and thereafter as adjusted in accordance with the provisions of the Contract.
18. **Days** are calendar days; months are calendar months.
19. **A Defect** is any part of the Works not completed in accordance with the Contract.
20. **The Defects Liability Certificate** is the certificate issued by Authority upon correction of defects by the Contractor.
21. **The Defects Liability Period** is the period named **in the Contract Data and calculated from the Completion Date**.
22. **Drawings** include calculations and other information provided or approved by the Authority for the execution of the Contract.
23. **The Authority** (The Commissioner) is the party who employs the Contractor to carry out the Works.
24. **The Authority** is the person named in the Contract Data or any other competent person appointed by the Commissioner, Greater Chennai Corporation and notified to the Contractor, to act in replacement of the Superintending Engineer who is responsible for supervising the execution of the Works and administering the Contract.
25. **The Executive Engineer** is an Executive Engineer of Greater Chennai Corporation, who will be in charge of work in Greater Chennai Corporation.
26. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site To construct the Works.
27. **The Initial Contract Price** is the Contract Price listed in the Authority's Letter of Award.
28. **The Intended Completion Date** is the date on which it is intended that the Contractor has to complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Authority by issuing an extension of time.
29. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
30. **Plant** is any integral part of the Works that has to have a mechanical, electrical, chemical, or biological function.
31. **The Site** is the area defined as such in the Contract Data.
32. **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
33. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Authority.
34. **The Start Date** is given in the Contract Data. It is the latest date when the Contractor has to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
35. **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Signature of Tenderer

36. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

37. **Two-Bid system** means a procedure under which the Bidders are required to simultaneously submit two separate Bids, one containing the Technical Bid with the details of their capability to undertake the tender which will be opened first and the other one containing the price quotation which will be opened only if the Bidder is found technically qualified to execute the tender.

## 1.2 Social and Environmental Responsibility

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with National environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the National Labour Organisation and National environmental treaties and;

(b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

## 1.3 Alteration, Additions and Omissions

The Engineer shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the Contract,
- (b) Omit any such work (but not if the omitted work is to be carried out by the Authority or by another contractor).
- (c) Change the character or quality or kind of any such work (d) Change the levels, lines, position, and dimensions of any part of the works.
- (e) Execute additional work of any kind necessary for the completion of the Works, or
- (f) Change any specified sequence or timing of construction of any part of the works.

No such variation shall in any way vitiate or invalidate the Contract but the effect if any, of all such variations shall be valued in accordance with Clause 35, provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

A **Variation** is an instruction given by the Authority which varies the Works. A variation may be an alteration/ alterations, addition / additions, and omission / omissions.

Instructions for Variations: The Contractor shall not make any such variation without an instruction of the Engineer, provided that no instruction shall be required for increase or decrease in the quality of any work where such increase or decrease is not the result of an instruction given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

The **Works** are what the Contract requires the Contractor to construct, install, and turnover to the Authority, as defined in the Contract Data.

Signature of Tenderer

## **1.4 Interpretation**

- a. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about these Conditions of Contract.
- b. If sectional 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).
- c. The documents forming the Contract shall be interpreted in the following order of priority:
  - i. Agreement,
  - ii. Letter of Award,
  - iii. Contractor's Bid,
  - iv. Contract Data,
  - v. Conditions of Contract,
  - vi. Specifications,
  - vii. Drawings,
  - viii. Bill of Quantities, and
  - ix. Any other document listed in the Contract Data as forming part of the Contract.

## **1.5 Language and Law**

The language of the Contract and the law governing the Contract are stated in the Contract Data.

## **1.6 Decision of Authority**

Except where otherwise specifically stated, the Authority will decide contractual matters between the Authority and the Contractor in the role representing the Authority.

## **1.7 Delegation**

The Authority may delegate any of his duties and responsibilities to his sub-ordinates except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

## **1.8 Communications**

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## **1.9 Subcontracting**

The Contractor may subcontract with the approval of the Authority but may not assign the Contract without the approval of the Authority in writing. Subcontracting shall not alter the

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Contractor's obligations. Any fault identified during the execution of work carried out by the sub-contractor, the contractor will be liable to rectify the defects as per the direction of the Authority

### **1.10 Other Contractors**

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Authority between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Authority may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.

### **1.11 Personnel**

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

If the Authority asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

### **1.12 Contractor's Risks**

The Contractor carries the risk which this Contract states are Contractor's risks.

From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitations, the Works, Plant, Materials, and Equipment) which are not Authority's risks, but are of Contractor's risks.

### **1.13 Insurance**

The contractor shall have to provide a minimum insurance of manpower and equipments. This insurances cover should start from the date of starting of work and should be valid upto the end of execution period. The responsibility of timely payment of the premium as well as that of lodging claims as and when situation arises, will be that of contractor. All insurances which the contractor requires to enter into under the contract shall be effected with an insurer or insurers and in terms approved by the Authority.

Accident or Injury to Contractor's Employees:

The department shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequences of any accident or injury to any person in the employment of the contractor (other than accident or injury as may be attributed to the department or its employees) & the contractor shall indemnify the department against all such damages and compensations and against all actions, suits, claims, cost or expenses arising there from. The contractor shall insure against such liabilities and shall continue such insurance during the whole of the time that any persons are employed by him on the works.

Remedy on contractor's Failure to insure:

If the contractor fail to effect and keep in force the insurances referred to or any other insurance which he may be required to effect under the terms of the contract then and in any such case the department may effect and keep in force any such insurance and pay such

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premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the department as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer in-Charge for the Engineer in-Charge approval before the Start Date. All such Engineer in-Charge shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Authority may effect the insurance which the Contractor should have provided and recover the premiums the Authority has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of an insurance shall not be made without the approval of the Engineer in-Charge.

Both parties shall comply with any conditions of the insurance policies.

#### **1.14 Queries about the Contract Data**

The Authority will clarify queries on the Contract Data.

#### **1.15 Contractor to Construct the Works**

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

#### **1.16 The Works to Be Completed by the Intended Completion Date**

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Authority, and complete them by the Intended Completion Date.

#### **1.17 Approval by the Authority**

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Authority, who is to approve them if they comply with the Specifications and Drawings.

The Contractor shall be responsible for design of Temporary Works.

The Authority's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Authority before this use.

#### **1.18 Insolvency**

If the Contractor is declared insolvent under any applicable law, the Employer may by notice in writing terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, any contract's equipment which the employer instructs in the notice is to be used until the completion of work.

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### **1.19 Taking Over**

The Employer shall notify the Contractor when he considers that the Contractor has completed the works stating the date accordingly. Alternatively, the Contractor may notify the Employer that the works are ready for taking over, stating the date accordingly.

### **1.20 Contractor's care of the Works**

The Contractor shall take full responsibility for the care of the works from the commencement date until the date of the employer's notice under clause 33 and the Responsibility shall then

pass to the Employer. If any loss or damage happens to the works during the above period, the Contractor shall rectify such loss or damage so that the works conform with the Contract. Unless the loss or damage happens as a result of an Employer's liability, the Contractor shall indemnify the Employer and their employees against all loss or damage happening to the works and against all claims or expenses arising out of the works caused by a breach of Contract, by negligence or by other default of the Contractor, his agents, or employees.

### **1.21 Water and Lighting**

The contractor shall pay for all fees and provide water and light as required from C.M.W.S.S. Board mains or other sources, and as shall pay all charges therefore the use of the works and workmen. The Water for the works shall be free from earthy, vegetables or organic matter, and from salts or other substances likely to interfere with the setting of mortar or otherwise prove harmful to the work.

### **1.22 Latrines for work People**

The contractor shall provide and erect, prior to the commencement of work, sufficient latrines for the use of work people, male and female, and shall keep the same disinfected and clean at all times during the progress of the works and shall remove the same, disinfect the ground and make good all damages on the completion of the works as per the ESMP, if available (or) as per the norms cited in the National/State regulation.

### **1.23 Waste management**

The Contractor shall take full responsibility from the start to end of the contract period for the types and quantities of waste generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site as per the ESMP, if available (or) as per the norms cited in the National/State regulation

### **1.24 Sun Protection, and removal of rain water**

The contractor shall at his own expense arrange all requisite protection of the work and materials against sun and rain effects and pumping of excess water to the satisfaction of the Superintending Engineer /Zonal Executive Engineer for the purpose at his expenses.

### **1.25 Compensation Events**

The following are Compensation Events unless they are caused by the Contractor.

- i. The Authority does not give access to a part of the Site mentioned in the current milestone.
- ii. The Authority modifies the schedule of other Contractors in a way which affects the work of the Contractor under the Contract.

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- iii. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Award from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- iv. The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Authority, or additional work required for safety or other reasons.
- v. Other Contractors, Public Authorities, Utilities, or the Authority do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- vi. The effect on the contractor of any of the Authority's Risks.

Other Compensation Events listed in the Contract Data or mentioned in the Contract if a Compensation Event would prevent the work being completed before the intended completion date, the intended completion date is extended. The Engineer has to decide by how much the intended completion date has to be extended.

### **1.26 Compliance with Labour Regulations,**

- a. During continuance of the Contract, the Contractor and his Sub- Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- b. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.
- c. The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.

### **1.27 Contractor to Construct the Works including protection of environment, and assurance of public health and safety**

- a. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Employer.
- b. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his methods of operation
- c. During continuance of the contract, the contractor and his sub- contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, guidelines, standards, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be passed or

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notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws and tools for labour influx management plan are given in Appendix 1 to the General Conditions of Contract.

d. CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

e. We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

f. This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

g. This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

h. Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

i.

j. REQUIRED CONDUCT

k. Contractor's Personnel shall:

l. 1. carry out his/her duties competently and diligently;

m. 2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;

n. 3. maintain a safe working environment including by:

o. a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;

p. b. wearing required personal protective equipment;

q. c. using appropriate measures relating to chemical, physical and biological substances and agents; and

r. d. following applicable emergency operating procedures.

s. 4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

t. 5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

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- u.6.not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
- v.7.not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
- w.8.not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- x.9.not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
- y.10.complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
- z.11. report violations of this Code of Conduct; and
- aa.12.not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

bb.

#### cc. RAISING CONCERNS

- dd.If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:
- ee.1.Contact [enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
- ff.2.Call [ ] to reach the Contractor's hotline (if any) and leave a message.

gg.

- hh.The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
- ii. There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

#### jj. CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

- kk.Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### II. FOR CONTRACTOR'S PERSONNEL:

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mm. I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience] requesting an explanation.

nn.

oo. Name of Contractor's Personnel: [insert name]

pp. Signature: \_\_\_\_\_

qq. Date: (day month year): \_\_\_\_\_

rr.

ss. Countersignature of authorized representative of the Contractor:

tt. Signature: \_\_\_\_\_

uu. Date: (day month year): \_\_\_\_\_

vv.

### **1.28 Permits, Licences & Approval**

The Employer shall (where he is in a position to do so) provide reasonable assistance to the Contractor at the request of the Contractor:

- (a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) for the Contractor's applications for any permits, licences or approvals required by the Laws of the Country: which the Contractor is required to obtain for the Compliance of National/State regulation of the country.

### **1.29 Contractor to observe Laws**

The contractor shall at all times observe and comply with all Union and State laws, local laws, ordinances and regulations which in any manner affect the conduct of the works and all such orders as exist at the present and which may be enacted in the future by legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save from harm the Corporation and all its officers, agents, employees and servants against and claim or liability arising from or based on the variation of any such law, ordinance, regulation, order or decree whether by himself or by his employees. He shall also assure that no attachments are made against materials on works forming part of or for the use of the contract.

All scaffolding runways, hoists and other temporary construction shall comply with all pertinent requirements of Union and State laws, local law ordinances and regulations.

### **1.30 Safety**

Provide fencing of all work areas, adequate & appropriate lighting, guarding and watching of the works until completion, and provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary for safe access and safety of workers and communities, during the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land

This article defines the contractor's responsibility with regard to providing for the safety of the public during constructions.

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The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to all persons including workers, communities, road users and any others,

The contractor shall furnish, erect and maintain such strong fences, Iron barricades, with reflectors and Reflective Warning signs at appropriate locations identified by OHS in charge / Safety engineer / Supervision Engineer as are necessary to give adequate warning to the public at that construction is under progress and of any dangerous conditions to be encountered as a result thereof in accordance with any standard designs or as directed by the Executive Engineer.

At any and all points along the work where any type of pre-construction / construction operations in progress or any pit is made or tools or materials are stored, and the contractor's equipment and machinery in use is of such character as to endanger passing traffic the contractor shall provide such lights and signs and station such guards as may appear necessary to prevent accidents and avoid damage or injury to passing traffic. This applies to both day and night. When contractors' personnel is not using the pits made for works it shall be in safe manner, without posing any danger to the public – with safe temporary / permanent closure, adequate lighting, hard barricading with reflectors & signboards. During utility shifting, use of heavy equipment, laying of pipelines, and other similar works; additional flag men are to be provided to warn the workers and community of dangers. Respective agencies who are owners of each utility shall be informed before any work or shifting or repairs and required permits shall be arranged prior to activity initiation. Every morning, before work initiation, Contractors Environmental Health and Safety personnel and PMC / supervisor along with project engineer shall visit all sites where works will take place that day and identify possible hazards and take appropriate measures, arrange additional guards/flag men for possible work conditions and suggest full safeguards provision as appropriate for the work. Work permit system shall be followed for all works which have higher degree of hazards including work at heights, pits/enclosed spaces, works with possible electric hazards etc. Tool box talks shall guide the workers on hazards and OHS, and workers at each site with experience on similar works shall be asked to provide hazard briefing to all workers / support personnel before initiating works at any site.

No material or equipment shall be stored where it will interfere with the free and safe passage of traffic. At the end of each day's work and other items when construction operations are suspended for any reasons, the contractor shall remove all equipment, close all pits in a safe manner and other obstruction from that portion of the road open for use by traffic. During pipeline / other utility laying or shifting works, the contractor shall ensure that the cuts are safe and supported appropriately to prevent side slippage; and materials are not piled or retained in the vicinity of the pits / channels or work areas. Adequate warnings shall be provided to the community & workers at appropriate distances to prevent any imminent danger.

Full compensation for the work involved in carrying out the precautionary and safety measure above specified shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made there for.

**Contractor shall meet all expenses for arranging appropriate safety measures at work sites during all times. 1.31 Safety Measures on Display:**

These safety provisions should be brought to the notice of all concerned by display on a notice boards at a prominent place at work spots; The person responsible for compliance of the safety code shall be named therein by the contractor. All warning boards shall be visible from a distance during day & night. Suitable lettering / reflective tapes shall be used for visibility & work areas shall be well lit & boards visible from appropriate distance of at least 50m (or as determined on a case to case basis by Engineer) from the start and end of work site.

Display of provisions from labour laws

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As per the Labour welfare laws, provisions should be brought to the notice of all concerned by display of minimum wages, equal wages, hours of work, rest, leave including helpline number for grievances and other information at a prominent place of work spots. The labour officer of the contractor shall be responsible for compliance with labour laws.

### 1.32 Accidents

It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify the Corporation against any claims for damages for injury to person or property, resulting from any such accidents, and shall, where the provisions of the Workmen's Compensation Act apply, take steps to property insure against any claims there under.

The contractor shall take out the insurance against any accidents at work site as mentioned above and as applicable by all National/State Laws before the commencement of the work and produce the insurance policy before the payment of first partbill.

Immediate to or at the maximum within 24 hours of the occurrence of an accident due to a work / activity associated with the project, that results in the death or which is so serious as in all probability to result in the death or disability of workman employed by the contractor, or any community member / anyone else, he shall intimate in writing to the Superintending Engineer/ Zonal Executive Engineer the fact of such accident. The contractor shall indemnify the Corporation against all loss or damage sustained by it resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties of or fines if any payable by the Corporation as a consequence of its failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident. Immediate to an accident (Indicative/severe/serious), appropriate steps shall be taken to remove the causative dangerous work conditions at the earliest as guided by the Engineer, and immediately the contractor shall arrange the best available emergency and subsequent medical care to the victim.

No workers or personnel shall be allowed to enter any part of a sewer system, even as part of utility shifting or cleaning or related works. Such works shall be done by machines and in case of any emergency, if a person has to enter a sewer, all suitable precautions and rescue arrangements shall be arranged & worker shall wear full PPEs/protective gears & work permit system shall be followed.

### 1.33 Scaffoldings

Suitable safe scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladder. When a ladder is used an extra *mazdoor* (worker) shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical) Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached, or bolted, braced and otherwise secured at least 90 cm (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Safe means of access shall be provided to all working platforms and other working places.

Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 28 cm (11 ½") for ladder up to and including 3 m (10 feet) in length. For longer ladder this width should be increased at least ¼" for each exceed 30 cm (12"). Adequate precautions shall be taken to

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prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise and claim by any such person.

Working platforms and gangways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 feet) above the ground level or floor level, they should be so closely boarded, should have adequate width and should be suitably fastened.

Every opening in the floor of a building or in a working platform should be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing, safe top cover or railing whose minimum height shall be 90 cm (3 feet).

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 28 cm (11 1/2") for ladder up to and including 3 m (10 feet) in length. For longer ladder this width should be increased at least 1/4" for each exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the worker/public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise and claim by any such person.

### 1.34 Insurance

Group insurance policy should be kept alive at the time of issue of work order. If Insurance is not taken by the tenderer it will be deducted from the bill or EMD will be forfeited. Contractor shall have to provide comprehensive Risks Insurance Policy which provides complete protection against all types of civil construction risks. **All risks policy should cover against a wide range of perils such as Personal Injury or death, loss or damages to the construction equipment, loss or damages works, plants, equipment and material (Which are incorporated in works) Fire, Lightning, Explosion, Aircraft Damage, Riot, Strike, Flood, Inundation, storm cyclone, Land slides, Burglary, Human Errors, Short-circuiting, Collapses Etc.** The policy should cover the legal liability falling on the insured contractor as a result of bodily injury or property damage suffered by a Third Party. All payments received from Insurers relating to loss or damage to the works shall be held jointly by the parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

### 1.35 Responsibility for Damage claims

The contractor shall indemnify and save from harm the Corporation, its officer and employees from all suits actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the said contractor or his subcontractors, workers of an account or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work or because of any claims or accounts recovered for any infringement of patent, trade mark or copy right, or from any claims or amounts arising or recovered under the Workmen's Compensation

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Act, or any other law, ordinance, order or decree; and so much of the money due to the Contractor under and by virtue of his contract as shall be considered necessary by the Superintending Engineer for such purposes may be retained for the use of the Corporation. The

Corporation shall not be liable to the contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by the third parties.

### **1.36 Protection and Restoration of Property**

If corporate or private property interferes with the work the contractor shall notify in writing the owners of such property advising them of the nature of the interference and shall arrange with them for the disposition of such property. The contractor shall furnish the Superintending Engineer of GCC with copies of such notified and final agreements.

The contractor shall use every precaution to prevent the damage or destruction of corporate or private property including buildings, compound walls, heritage structures/features etc. He shall protect or carefully preserve or all official survey monuments, bench marks, boundary stones, etc., until the owner or an unauthorized agent has witnessed or otherwise referenced their location or relocation. The contractor shall notify the Superintending Engineer of the presence of any such surveyor property monuments as soon as they are discovered. The contractor shall be responsible for the damage or destruction of property of any character resulting from any of his acts or defaults or from defective work or materials, and such responsibility shall not be released until the work is completed and accepted. Whenever public or private property is damaged or destroyed the Contractor shall at his own expenses restore such property to a condition similar to or equal to that existing before such damage or injury in the acceptable manner.

If he fails to do so, the Superintending Engineer/Zonal Executive Engineer may, after the expiration of a period of 48 hours, after giving notice to him in writing, proceed to repair, build or otherwise restore such property as may be deemed necessary and the cost thereof shall be recovered from the contractor.

### **1.37 Night and Holiday work with permission**

No work shall be done on holidays or during nights without the written permission of the Superintending Engineer / Zonal Executive Engineer and the Contractors shall comply with the provision of the Factories Act, if and so far, as they are applicable.

The Contractor shall give prior information to the Police Department, if necessary, for carrying out the work during night hours. NO worker / person shall be allowed to enter the work / activity area in any intoxicated condition during work days or holidays. No worker / person shall enter any work area/activity area during holidays / night time / non-work hours when work is not happening; without permission of the Engineer.

### **1.38 Safety Equipment's:**

All necessary personal safety equipment's (PPEs) as considered appropriate by the Engineer in charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned, as in the indicative list here; or as identified by the Engineer & contractors OHS person.

- a) Workers employed on mixing asphaltic materials, cement, lime mortars shall be provided with protective foot wear, gloves, masks, protective goggles.
- b) Those engaged in white washing and mixing or stacking cement bags or any materials which is injurious to the eyes shall be provided with protective goggles, masks and gloves.
- c) Those engaged in welding works shall be provided with welder's protective eye shields.
- d) Stone breakers shall be provided with protective goggles and protective clothing seated sufficiently safe intervals.

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- e) The contractor shall not employ men and women below the age of 18 years in the work. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
- f) No paint containing lead or lead products shall be used except in the form of paste of ready made paint.
- g) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead dry rubbed and scraped.
- h) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation and work.
- i) The contractor shall not employ women & men below the age 18 on the work of painting with products containing lead, in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:-
  - j) White lead, sulphate of lead or products containing these pigments shall not be used in painting operation except in the form of paste or of paint ready for use.
  - k) Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
  - l) Measures shall be taken wherever practicable to prevent danger arising out from dust caused by dry rubbing down and scraping.
  - m) Adequate facilities shall be provided to enable working painters to wash during and cessation of work.
  - n) Overalls shall be worn by working painters during whole of the working period.
  - o) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - p) Cases of lead poisoning shall be notified and subsequently verified by a medical man appointed by the competent authorities of Greater Chennai Corporation.
  - q) Greater Chennai Corporation may require, when necessary, a medical examination of workers.

Instruction with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to the working painters.

### **1.39 First Aid Provision in Site:**

All sites shall have full fledged First Aid Kits with all required medicines & tools for immediate action. First Aid Kits shall not be used for storing any other material than medicines and required tools for medical aid. Workers, Supervisors shall be appropriately educated on the availability & use of kits.

When the work is done near any place where there is risk of drowning all necessary steps taken to avoid the risk, by providing warning signs in the language worker can understand; appropriate PPEs, harnesses, buoys etc; and arrangements for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Sites should have details of contact persons responsible for the work including GCC Site engineer & contractor to inform in case of emergency, & exhibit emergency numbers of Fire, Police, Ambulance, nearby Doctor / hospitals.

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#### 1.40 Electric Risk.

Motors, gearing, transmission, electric wiring and other dangerous parts of hosting appliances should be provided with such means will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulting mats, wearing PPEs such as gloves, sleeves and, boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.

#### 1.41 Child Labour Prohibition :

#### 1.42 Safeguard and protect children from Hazardous occupations and processes prohibited under Child labour Act. Contractor should ensure no child labour is hired in this construction site Contractor ESMP :

Environmental and social requirements that once the contract is awarded, successful bidder shall prepare and submit a C-ESMP based on the actual site conditions. Based on the C-ESMP the E& S requirements implemented in the project site.

#### 1.43. Reporting and Monitoring,:

Environmental and social monitoring and reporting as per the mention in the ESMP with prescribed monitoring templates. Regular and periodical monitoring report submit to GCC.

#### 1.44. stakeholder engagement:

Stakeholder engagement meeting to be conducted in periodically in entire period of project time line. .

#### 1.45 capacity development:

The capacity development training to be conducted as per the ESMP report schedule. The training organized by the ES & HS personnel and E&S experts in GCC, If necessary the resource person hired from outside based on the training .

#### **1.41 Traffic Regulations, Other Regulations, Specifications Etc., (Necessary provisions/modifications shall be carried out by the Tender Inviting Authority as per the project requirements)**

- (a) Tippers, trucks, water Lorries to which whennot in actual use shall be drawn clear off the road, the safety to the public all precautionary measures shall be taken by way of lighting with bright red light and warning boards.

The Contractor shall maintain watchman on the works and control and regulate traffic. Notice boards shall be placed in suitable locations Warning notices shall be placed at the points in the neighborhood of the work where other roads join and across the road and at such other places and points as may be directed to enable the motorists cyclists or other vehicular traffic, avoid the obstructed road by taking alternative routes.

Extra payment will not be made for any such incidental items.

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(b) Penalty for not arranging traffic regulations:

If the contractor fails to make arrangements for traffic regulations as described in condition (a) a penalty of Rs 500- day will be imposed on the contractor.

#### **1.42 Discoveries/Chance Finds**

The contractor shall handover, if any artifacts, objects or anything of historical are found unexpectedly while excavating to The Commissioner , Greater Chennai Corporation as specified under Section VII, Condition of Contract, Sub Clause (General Definition) . The Contractor shall notify the authority of such discoveries and carry out the instructions for dealing with them.

#### **1.43 Possession of the Site**

The Authority shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Authority will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

#### **1.44 Access to the Site**

The Contractor shall allow the Authority and any person authorized by the Authority access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

#### **1.45 Instructions, Inspections and Audits**

The Contractor shall carry out all instructions of the Authority which comply with the applicable laws where the site is located.

The Contract shall permit the Corporation to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Corporation, if so, required by the Corporation.

#### **1.46 Disputes**

If the Contractor believes that a decision taken by the Authority was either outside the authority given to the Authority by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Authority's decision.

#### **1.47 Procedure for Disputes**

The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

The Adjudicator shall be paid daily at the rates specified in the contract data together with reimbursable expenses of the type specified in the contract data and cost shall be divided equally between the Authority and the Contractor, whatever the decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to the arbitration within the above 30 days, the Adjudicator's will be final and binding.

The Arbitration shall be conducted in accordance with the arbitration published by the Government of Tamil Nadu and in the place shown in the conditions of the contract.

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### **1.48 Replacement of adjudicator.**

Should the Adjudicator resign or die or should the Authority and the Contractor agree that the Adjudicator is not functioning in Accordance with the provisions of the contract, a new Adjudicator will be jointly appointed by the Authority and the Contractor. In case of disagreement between the Authority and the Contractor, within 30days, the Adjudicator shall be designated by the Appointing Authority, designated in the contract data at the request of either party, within of receipt of such request.

## **2. Time Control**

### **2.1 Program**

Within the time stated in the Contract Data, the Contractor shall submit to the Authority for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works.

An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequences of the activities.

The contractor shall submit to the Authority for approval an updated Program at intervals no longer than the period stated in the contract data. If the Contractor does not submit an updated program within this period, the Authority may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

The Authority's approval of the program shall not alter the Contractor's obligations. The contractor may revise the program and submit it to the Authority again at any time. A revised program shall show the effect of Variations and Compensation events.

### **2.2 Extension of the intended completion date**

If the delay is due to the failure attributable to the contractor, the Authority have the powers to decide whether to grant extension or not on the request for extension or time from the contractor. If the extension is granted under such circumstances, the contractor shall not be paid any revised rates or extra rates due to extension of time. The quoted rates in the contract shall prevail during the extension period. The contractor shall have to pay liquidated damages as per contract data for the beyond extended period.

If the delay is due to the failure attributable to the department or due to force, the Authority shall have the power to decide whether extension of time is to be given or not on request from the contractor of extension of time is given, the contractor shall not be paid extra rate or revised rate due to extension of time. The quoted rates in the contract shall prevail during extension period. The contractor has to pay liquidated damages as per contract data for the beyond extended period.

### **2.3 Delays Ordered by the Authority**

The Authority may instruct the Contractor to delay the start or progress of any activity within the Works.

### **2.4 Liquidated Damages for Delays and Non Completion**

If the contractor fails to complete the works within the period Specified in the Contract Data or within any extended time allowed by the Authority, due to failure attributable to the contractor, the contractor shall pay or allow the Corporation to levy the amount mentioned in the table below as

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liquidated and ascertained damages for every day beyond the said date or extended time as the case may be during which the works shall remain unfinished. Liquidated and ascertained damages will be levied at the rate of 0.05% (zero point zero five percentage) of the contract value of the work for each day. The total liquidated and ascertained damages will be levied upto a maximum of 5% (five percentage) of the value of the contract and if the contractor fails to complete the work even then, action will be taken to terminate the contract and execute the work at his risk and cost as per provisions of the general conditions of contract of T.N.B.P.

## **2.5 Management Meetings**

Either the Authority or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early intimation procedure.

The Authority shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Authority. The responsibility of the parties for actions to be taken shall be decided by the Authority either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **2.6 Early Intimation**

The Contractor shall intimate the Authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Authority may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Authority in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Authority.

# **3. Quality Control**

## **3.1 Tests:**

All test of materials furnished by the contractor shall be done in accordance with commonly recognized methods of Indian or of other National Organization or such other methods and test as are prescribed in the specifications or are in use of conformity with the standard practices of the department and the charge there for will be borne by the Department, beyond the prescribed test.

Field test of materials will be made by the Asst. Executive Engineer when deemed necessary and these tests shall be made in accordance with the standard practice. The cost of labour involved in all such field tests will be borne by the contractor.

The contractor shall upon demand, forward for the Superintending Engineer's/Zonal Executive Engineer's inspection test certificates by the suppliers for all materials furnished by the contractor.

## **3.2 Inspection of Materials:**

The contractor shall provide proper facilities at all times for the inspection and testing of materials, and the Executive Engineer shall have access at all times to the place of storage or manufacture. The contractor shall give sufficient advance notice of placing orders so as to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Executive Engineer may require for collecting and forwarding samples and making inspection. The contractor

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shall not make use of or incorporate in the work the materials represented by the samples until tests have been made and the materials found to be in accordance with the requirements of the specifications.

All stored materials shall be inspected at the time of use in the work even though they may have been inspected and approved before being placed in storage or during storage.

Materials may be inspected and tested at any time during the progress of the work and defective materials rejected.

### **3.3 Defective Materials:**

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expense and replaced with acceptable material. No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approved in writing has been given by the Superintending Engineer/ Zonal Executive Engineer. Upon failure on the part of the contractor to comply with any order of the Superintending Engineer/ Zonal Executive Engineer made under the provisions of this article within the time stipulated by the Superintending Engineer/Zonal Executive Engineer, the Superintending Engineer/ Zonal Executive Engineer shall have authority to remove and replace the defective material and recover the cost of removal and replacement from the contractor.

Further, all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Superintending Engineer/Zonal Executive Engineer. If the Superintending Engineer / Zonal Executive Engineer so decides, shall become the property of the Corporation and the Superintending Engineer shall dispose of such material in any manner without any further written notice to the Contract.

### **3.4 Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Authority notice, the Authority will assess the cost of having the Defect corrected, and the Contractor will have to pay this amount.

### **3.5 Storage of Materials:**

The contractor shall deposit materials in such parts only at the ground as may be approved by the Superintending Engineer/Zonal Executive Engineer. He shall submit for the approval of the Asst. Executive Engineer before starting the work, a detailed site survey clearly indicating the locations where materials shall be stored and sheds built. Such of the land, as is vested in the Corporation around the site, shall be given to the contractor. If any extra space is required the contractor should make his own arrangement with private parties. Storage sites be vacated immediately upon completion cleared of all surplus materials and debris and restored as neatly as possible to their original condition by the contractor at his expense.

Materials shall be stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Superintending Engineer/ Zonal Executive Engineer they shall be placed

on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weatherproof sheds for the purpose. Stored materials shall be so located as to facilitate prompt inspection.

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### 3.6 Inspection of Works:

All materials and each part or detail of the work shall be subject at all times to inspection by the Superintending Engineer/ Zonal Executive Engineer and the contractor will be held strictly to the true intent of the specifications in regard to the quality of materials, workmanship and the diligent execution of the contract. The Superintending Engineer/ Zonal Executive Engineer shall be allowed excess at all times to all parts of the work and to places of storage or manufacture, and shall be furnished with such information and assistance by the contractor as required to make a complete and detailed inspection.

### 3.7 Uncovering for Inspection:

No additional compensation shall be made for removing, uncovering and replacing any portion of the work in connection with routine inspection. The contractor shall, if the Superintending Engineer /Zonal Executive Engineer request, remove or uncover such portions of the finished work as the Superintending Engineer/Zonal Executive Engineer may direct before the final acceptance of the same. After such special examination, the contractor shall restore them to the standard required by the specifications. If no instructions of the Superintending Engineer/Zonal Executive Engineer were contravened in covering up the work, and if the work on being exposed and examined proves acceptable, the cost of uncovering and of restoration shall be paid as extra work but if the work proves unacceptable, the cost shall be borne by the contractor.

If the contractor fails to uncover or having uncovered fails to restore within the time stipulated by the Superintending Engineer /Zonal Executive Engineer, he may employ other workmen for these operations, and debit the contractor with the cost of uncovering and restoration if the work proves unacceptable.

### 3.8 Removal of defective and unauthorized work:

The Executive Engineer may reject at any stage before final acceptance of any work that he considers to be not in conformity with the plans and specifications, or any extra works done without authority and such work will not be measured and paid for.

All work which has been rejected shall be remedied or removed and replaced promptly in an acceptance manner by the contractor at his own expense. Upon failure on the part of the contractor to comply with any order of the Executive Engineer under the provisions of these articles a written notice shall be issued by the Executive Engineer to the Contractor, demanding compliance with a stipulated time. If the contractor continues to default till the expiry of the period of notice the Executive Engineer shall have authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized, or to cause unauthorized work to be removed, and to recover the cost thereof from the contractor.

In lieu of rejecting work done or materials furnished not in conformity with the contract, the Executive Engineer may allow such work or materials to remain, provided the Superintending Engineer/ Zonal Executive Engineer is satisfied with the quality of the materials or the strength and structural safety of the work, and in that case shall make such deductions for the difference in value as in his opinion may be reasonable on the written certificate of the Executive Engineer.

### 3.9 Penalty for poor quality of work:

Notwithstanding the provisions as contained in the above clause ***“Removal of defective and unauthorized work”***, the contractor is also liable for a penalty of 5% of the value of the poor quality

of work done which is rejected by the Executive Engineer which penalty will be deducted from any amount to the contractor by the Greater Chennai Corporation. The contractor will be required to remit the amount in the Corporation treasury immediately before proceeding with further work as per directions of the Executive Engineer, and remove substandard work/defective work.

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## **B. 4. Cost Control**

### **4.1 Bill of Quantities**

The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

### **4.2 Changes in the Quantities**

Payment to the contractor will be made for the actual quantities only of the work, performed or materials furnished accordance with the contract, and Tender Inviting Authority shall be ordinarily permitted to vary the quantity finally ordered only to the extent of 25% either way of requirement indicated in the tender documents. The payment will be made as per originally approved rate.

If requested by the Authority, the Contractor shall provide the Authority with a detailed cost breakdown of any rate in the Bill of Quantities.

### **4.3 Variations**

All Variations shall be included in updated Programs produced by the Contractor.

### **4.4 Payments for Variations**

The Contractor shall provide the Authority with a quotation for carrying out the Variation when requested to do so by the Superintending Engineer. The Authority shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Authority and before the Variation is ordered.

If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Authority, the quantity of work above the limit stated in Sub-Clause 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

If the contractor make a change to the Contract Price, which shall be based on the Authority own forecast of the effects of the variation on the contractor's cost

If the Authority decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early intimation.

### **4.5 Cash Flow Forecasts**

When the Program is updated, the Contractor shall provide the Authority with an updated cash flow forecast.

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#### 4.6 Payment Certificates

The Contractor shall submit to the Authority monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

Payment will be made to the Contractor under the certificates to be issued at reasonable frequent intervals by the Authority. An intermediate payment will be made of a sum equal to 95 percent of the value of the work, as so certified and the balance of 5 percent will be withheld and retained as a security for the due fulfillment of the Contract. Under the certificate to be issued by the Authority on completion of the entire works, the Contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the Contract except security deposit, provided there is no recovery from or forfeiture by the Contractor to be made. No certificate of the Authority shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the Contractor from his liabilities to make good defects as provided by the Contract. The Contractor when applying for a certificate shall prepare a sufficiency certificate to the satisfaction of the Authority to enable the Authority or the Executive Engineer or the Assistant Executive Engineer to check the claim and issue the certificate.

The value of work executed shall be determined by the Authority.

The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

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

The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 4.7 Payments

Payments shall be adjusted for deductions for advance payments, retention, and other recoveries in terms of the Contract and deduction at source of taxes as applicable under the law.

If the amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

#### 4.8 Tax

The rates quoted by the Contractor shall be deemed to be inclusive of the GST, Sales Tax, duties, and other levies on materials that the Contractor will have to pay for the performance of the Contract, and the Authority will reform such duties in regard to reduction of taxes at source as per law applicable. Any variation in taxes, duties, and levies during the period of Contract shall be borne by the Contractor.

#### 4.9 Currencies

All payments shall be made in Indian Rupees.

#### 4.10 Price Adjustment

The formula(e) for adjustment of prices are:

**R = Value of work as defined in Conditions of Contract.**

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Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels, and lubricants in accordance with the following principles and procedures.

Adjustment for labour component

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_l / 100 \times R \times (L_i - L_o) / L_o$$

$V_L$  = increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour.

$L_o$  = The average consumer price index for industrial workers for Chennai centre for the quarter preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

$L_i$  = The average consumer price index for industrial workers for Chennai centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

$P_l$  = Percentage of labour component of the work.

Adjustment for cement component

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula.

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_o) / C_o$$

$V_c$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement

$C_o$  = The all India average wholesale price index for cement for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

$C_i$  = The all India average wholesale price index for cement for the quarter under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

$P_c$  = Percentage of cement component of the work

Adjustment for steel component

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o$$

$V_s$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel

$S_o$  = The all India average wholesale price index for steel (Bars and Rods) for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

$S_i$  = The all India average wholesale price index for steel (Bars and Rods) for the quarter under consideration as published by Ministry of Industrial Development, New Delhi

$P_s$  = Percentage of steel component of the work

Note: For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

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Adjustment of POL (fuel and lubricant) component

(iv) Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

$V_f$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel and lubricants.

$F_o$  = The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at Chennai on the day thirty days prior to the date of opening of Bids.

$F_i$  = The average official retail price of HSD at the existing consumer pumps of IOC at Chennai for the 15th day of the middle calendar month of the quarter under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work. Note:

For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

Adjustment for Plant and Machinery Spares component

(v) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

$V_p$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares

$P_o$  = The all India average wholesale price index for heavy machinery and parts for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

$P_i$  = The all India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by Ministry of Industrial Development, New Delhi

$P_p$  = Percentage of plant and machinery spares component of the work

Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of Local materials

(vi) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

$V_m$  = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_o$  = The all India average wholesale price index (all commodities) for the quarter preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

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$M_i$  = The all India average wholesale price index (all commodities) for the quarter under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_m$  = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

1.	Labour - $P_l$	25 %
2.	Cement - $P_c$	25 %
3.	Steel - $P_s$	25 %
4.	Bitumen - $P_b$	5 %
5.	POL - $P_f$	5 %
6.	Plant & Machinery Spares - $P_p$	5 %
7.	Other materials - $P_m$	10 %
	Total	100 %

#### 4.11 Retention

The Authority shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor while the balance half total amount will be released after 2 year period. The Contractor shall submit a Performance Indemnity Bond to rectify the defects for the period thereafter till the end of defect liability period as per the format provided in Annexure-C.

#### 4.12 Liquidated Damages

The Contractor shall pay liquidated damages to the Authority if he fails to execute and complete the work within the period of completion, at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Authority may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment at the rate of 12% per annum.

#### 4.13 Securities

The Performance Security shall be provided to the Authority not later than the date specified in the Letter of Award and shall be issued in an amount and form specified in Clause 29.1 of ITB. The Performance Security shall be valid upto 6 months after completion of work.

#### 4.14 Finishing the Contract

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### **Completion**

The Contractor shall request the Authority to issue a certificate of Completion of the Works, and the Authority will do so upon deciding that the work is completed.

### **Taking Over**

The Authority shall take over the Site and the Works within seven days of the Authority issuing a certificate of Completion.

### **Final Account**

The Contractor shall supply the Authority with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Authority shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor **within 56 days of receiving the Contractor's** account if it is correct and complete. If it is not, the Authority shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Authority shall decide on the amount payable to the Contractor and issue a payment certificate.

## **4.15 Operating and Maintenance Manuals**

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

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Authority approval, the Authority shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## **4.16 Termination**

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

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Authority;
- (b) the Authority instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Authority or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Authority is not paid by the Authority to the Contractor within 84 days of the date of the Authority certificate;
- (e) the Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Authority;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the amount of liquidated damages upto a maximum of 5% of the value of the Contract unless otherwise specified in the Contract Data.

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- (h) if the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

When either party to the Contract gives notice of a breach of Contract to the Authority shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Authority may terminate the Contract for convenience.

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

#### **4.17 Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Authority shall issue a certificate, for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate less other recoveries due in terms of the contract less taxes to be deducted at source as per applicable law and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority.

If the contract is terminated for the Employer's convenience or because of a fundamental breach of contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Material ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works, and less advance payments received up to the date of the certificate less other recoveries due in terms of the contract and less taxes due to be deducted at source (TDS) as per applicable law.

#### **4.18 Property**

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Authority if the Contract is terminated because of the Contractor's default

#### **4.19 Release from Performance**

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

## **II. Special Conditions of Contract**

### **1. General**

- 1.1 The following special conditions of contract shall supplement the conditions of contract. Whenever there is a conflict, the provision herein shall prevail over the conditions of contract and / or those elsewhere.

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- 1.2 The numbers given under each sub head represents the clause No. in conditions of Contract.
- 1.3 The bidder shall inspect the site and quarries and satisfy himself about the availability of the quality and quantity of materials required for the work.
- 1.4 The contractor shall make his own arrangements to procure all materials required for the work.
- 1.5 The Contractor shall make his own arrangements for water supply required for the work, at his own cost.
- 1.6 The Contractor shall make his own arrangements to obtain electricity for consumption on the work, at his own cost.

## **2. Labour**

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

The Contractor shall, if required by the Engineer in charge, deliver to the Contractor, a return in detail, in such form and at such intervals as the Engineer in charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such information, respecting Contractor's Equipment as the Engineer in charge may require.

## **3. Compliance with labour regulations**

During continuance of the contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations, byelaws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Some of the major laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case of any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act of rules made there under, regulations and notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the

provisions stipulated in the notifications / byelaws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Engineer / Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. Employer / Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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**Refer some of the major Labour Laws applicable to Establishments engaged in Construction Workare listed in Appendix 1**

**4.Arbitration (refer clause no. 31)**

The procedure for arbitration will be as follows:

- 4.1 If either party is dissatisfied with the decision of the Adjudicator, the party concerned, may within thirty days after receiving the decision of the Adjudicator shall notify to the Commissioner, of his intension to go in for arbitration. Within 30 days of receipt of notice from the Contractor/ Employer of his intention to refer the dispute to arbitration the Commissioner shall send to the Contractor / Employer, a list of five officers of the rank of a Superintending Engineer or of a higher rank who are not connected with the work for selection and appointment of arbitrators.
- 4.2 In event of dispute or difference arising between the Employer and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Indian Council of Arbitration.
- 4.3 If one of the portion fails to appoint its arbitrator in pursuance of sub-clauses above within 30 days after arbitrator by the other party, than the presiding Arbitrator shall benominated by Indian Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the President of the institution of Engineers (India).
- 4.4 Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 4.5 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, this expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 4.6 In the event the value of the contract is up to Rs.5 Crores, the disputes or difference arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties, failing such agreement, the appointing authority is the Indian Council of Arbitration.
- 4.7 Performance under the contract shall continue during the Arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings such as, but not limited to matters related to quality of work.

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- 4.8 Neither party is entitled to bring claim to arbitration unless the same is made before the expiration of 30 days after defect liability period.

## **5. Income Tax**

During the course of contract period deductions of Income Tax shall be made as per the rule in the force of the gross amount of each bill or as directed by the Income Tax department from time to time and such Income Tax amounts shall be remitted to Government of India.

## **6. Goods and Services Tax**

During the course of contract period deductions of Goods and Services Tax shall be made as per the rule in the force of the gross amount of each bill or as directed by the CBIC department from time to time and such GST amounts shall be remitted to Government of India.

## **7. Tests on Materials and Finished item of Work**

- 7.1 Charges for carrying out all the tests specified in specification on materials and finished item of works should be borne by the contractor.
- 7.2 Charges for carrying out all the tests other than those specified in specification on materials and finished item of work should be borne by the contractor / Employer as below:
- a) If the materials / works pass the tests, the charges will be borne by the employer.
  - b) If the materials / works fail the tests, the charges will be borne by the contractor.
- 7.3 The Contractor should establish a field laboratory at the work site to carry out all tests specified as well as not specified in the specification both for materials and finished items of work in the presence of the Engineer.

## **8. Payment**

- 8.1 Payment for the work done by the contractor will be based on measurements recorded at various stages of the work by the Engineer or Officer authorized by the Engineer. The Contractor or his authorized agent or representative shall be present at the time of recording of each set of measurements and sign the measurement book or leveling field book in token of their acceptance.
- 8.2 If for any reason the Contractor or his authorized agent is not available, and the work is suspended by the Engineer to avoid recording of measurements in the absence of the Contractor or his authorized agent, the department shall not entertain any claim from the contractor for any loss incurred by him on this account. If the Contractor or his authorized agent or representative does not remain present at the time of such measurement may be taken in his absence and shall be deemed to be accepted by the Contractor.
- 8.3 Any amount due to the department from the Contractor arising out of the Contract will be received from the bills of the Contractor. If sufficient amount is not available in the bills the same will be recovered under Revenue Act or from the amount due to the Contractor under any other Contract.

## **9. Extension of Time**

Granting extension of time shall be governed as under:

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- 9.1 If the delay is due to the failure attributable to the Contractor, the Engineer shall have powers to decide whether to grant extension or not on the request for attention of time from the Contractor. If the extension is granted under such circumstances, the Contractor shall not be paid any revised rates or extra rate due to extension of time. The quoted rates in the contract shall prevail during the extension period. The Contractor has to pay liquidated damages as per contract data for the extended period.
- 9.2 For this fixed price contract, if the delay is due to failure attributable to the department, or due to force, the Engineer shall have the power to decide whether extension of time is to be given or not on request from the contractor. If extension of time is given, the contractor shall not be paid extra rate or revised rate due to extension of time. The quoted rates in the contract shall prevail during extension period.

#### **10. Fundamental Breach of Contract:**

The Contractor becoming insane or imprisoned shall be deemed as a fundamental Breach of a Contract.

#### **11. Extra Item of Works**

Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of works as directed by the Engineers.

#### **12. Employment of Project Manager and Other Key Personnel**

Other Key Personnel as furnished in the Contract.

#### **13. Contract Period**

The contract period is continuous from start date to intended completion date including monsoon and non-monsoon seasons without any break.

#### **14. Inconvenience to Public**

The contractor shall not deposit materials at any site which will cause inconvenience to Public. The Engineer may direct the Contractor to remove such materials or may undertake the job at the cost of the Contractor.

#### **15. House and Hutments**

The Contractor should arrange to provide accommodation for his staff & laborers he needs, at his own cost. The Contractor shall make his own arrangements for supply of food-grains and other provisions to his staff and laborers including controlled commodities. If women are employed in more than 50 at a place, the Contractor shall arrange the crèches at his own cost.

#### **16. Water Supply**

It is the responsibility of the Contractor to make his own arrangements for water supply and drainage for the work site in his own cost. The distribution system measures for purification of water, shall be the responsibility of the Contractor and

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shall be accordance with rules and regulations of the Public Health Department. No compensation will be allowed to the Contractor in this account.

### **17. Watching and Lighting:**

The Contractor shall in connection with the works, provide and maintain at his own cost all lights, guards, fencing and watching when and wherever necessary or required by the Engineer or Engineer's Representative, or by any duly constituted authority for the protection of the works, or for the safety and convenience of the public or others. The Contractor shall make his own arrangements to obtain electricity for consumption on the works at his own cost.

### **18. Construction Plant**

The Contractor shall provide and install at his own cost all necessary construction tools and plant, equipment, machinery and shall use such methods and appliances for the performance of all the operations connected with the work comprised under the contract as will secure a satisfactory quality of work and rate of progress which will ensure the completion of the work within the time specified.

### **19. Reference Marks and Benchmarks**

- 19.1 The basic central lines, reference points and benchmarks will be fixed by the Department.
- 19.2 The Contractor shall establish at his own cost, at suitable points, additional reference lines and benchmarks as may be necessary. The Contractor shall remain responsible for the sufficiency and accuracy and of all his benchmarks and reference lines. He shall take precaution to see that the lines, points and benchmarks fixed by the Department are not disturbed by his work and shall make good to any such damages.

### **20. Setting out Works**

The Contractor shall be responsible for the correct setting out of all works at his cost. The Contractor shall execute the work true to alignment, grade and levels as shown in the drawings and as directed by the Engineer and shall check these at frequent intervals. The Contractor shall provide all facilities like labor and instruments and shall co-operate with the departmental officers to check all alignments, grades, levels and dimensions, such checking shall not absolve the contractor of his own responsibility in maintaining the necessary of the work.

### **21. Use and Care of Site**

The Contractor will be permitted to use without charge, the site and the lands shown for execution of work, labor, staff colonies, site offices, workshops or store

and for related activities. The Contractor shall not commence any operation on such lands, except with the approval of the Engineer. If these lands are not adequate, the Contractor may have to make his own arrangements for additional lands at his own cost. The Contractor shall not demolish, remove or alter the structures, trees or other facilities on the site without prior approval of the Engineer.

The rubbish shall be removed from the site as it accumulates. All surface and soil drains shall be kept in a clean, sound and workmen like state. All the means of

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the Contractor's operations shall be cleared before returning them to the Department. The Contractor shall make good any damage or alteration made to property or land handed over to him before these are returned.

## **22. Protection of adjoining Premises**

The Contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

## **23. Local Roads**

In addition to the existing public roads, near the site of works and the roads constructed by the Government in the works area, the Contractor may construct and maintain additional roads as required at his own expenses and as per the directions of the Engineer.

## **24. Work during Night or Sundays and Holidays**

No work shall be done on holidays or during nights without the written permission of Superintending Engineer/Zonal Executive Engineer and the Contractors shall comply with the provision of the Factories Act, if and so far, they are applicable.

The contractor shall give prior information to the Police Department, if necessary, for carrying out the work during night hours.

## **25. Environmental and Social Safeguards**

The Contractor shall ensure to adhere with environmental and social safeguards, and labour standards compliances, consistent with the Indian laws and regulations as applicable to the proposed contract interventions.

### **25.1 Social and Environmental Responsibility**

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with National environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the National Labour Organisation and National environmental treaties and;

(b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

**(i) Refer salient features of some major labour laws applicable to establishments engaged in building and other construction work in Appendix – 1.**

**(ii) Refer salient features of some of the major laws that are applicable for protection of environment in Appendix – 2.**

**(iii) Refer Code of Conduct for Contractor's Personnel (ES) Form, Monitoring and reporting on labour laws with use of digital system, Tools for**

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**Avoidance, Minimising impact on host population and mitigation in  
Appendix - 3**

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## Section VII

### Contract Data

1.	<p>The Employer is Commissioner, Greater Chennai Corporation.</p> <p>The Engineer in Charge of Department.:</p> <p>The name and identification number of the Contract is &lt;&lt;<b>Insert Project Title &amp; Ref No.</b>&gt;&gt;</p> <p>The adjudicator appointed jointly by the Employer and Contractor is (Name and Address of the Adjudicator).</p> <p>The Works consist of</p> <p>The Start Date shall be issue of notice to proceed the work. The Intended Completion Date for the whole of the Works shall be&lt;&lt; <b>Insert No. of months</b>&gt;&gt; from the commencement of work.</p> <p><b><u>MILESTONE DATES</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Sl. No.</th> <th style="width: 25%;">Description of Work</th> <th style="width: 15%;">Milestone I (Three Months from Start Date)</th> <th style="width: 15%;">Milestone II (Six Months from Start Date)</th> <th style="width: 15%;">Milestone III (Nine Months from Start Date)</th> <th style="width: 15%;">Milestone IV (Twelve Months from Start Date)</th> </tr> </thead> <tbody> <tr> <td style="height: 50px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Sl. No.	Description of Work	Milestone I (Three Months from Start Date)	Milestone II (Six Months from Start Date)	Milestone III (Nine Months from Start Date)	Milestone IV (Twelve Months from Start Date)						
Sl. No.	Description of Work	Milestone I (Three Months from Start Date)	Milestone II (Six Months from Start Date)	Milestone III (Nine Months from Start Date)	Milestone IV (Twelve Months from Start Date)													
2.	The Contractor shall submit a revised Program for the Works within Seven days of delivery of the Letter of Award.																	
3.	The Site Possession date shall be Seven days of delivery of the Letter of Award.																	
4.	The Site is located at Chennai.																	
5.	The Defect Liability Period is XX years.																	
6.	<p>The minimum insurance covers shall be:</p> <ul style="list-style-type: none"> <li>(a) Insurance of the Works and of Plant and Materials</li> <li>(b) Insurance of Equipment</li> <li>(c) Insurance of other property</li> <li>(d) The minimum cover for personal injury or death insurance               <ul style="list-style-type: none"> <li>i) for the contractor employees Rs.XX lakhs.</li> <li>ii) and for other people is Rs.XX lakhs.</li> </ul> </li> </ul>																	
7.	The Compensation Events under Section VI																	
8.	The period between Program updates is 90 days.																	

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9.	The amount to be withheld for late submission of an updated Program <<Insert amount in INR>>.
10.	The language of the Contract documents is English.
11.	The law that applies to the Contract is the law of Union of India.
12.	<p>Institution whose arbitration procedures shall be used: Indian Council of Arbitration/President of Institution of Engineers (India).</p> <p>Fees and types of reimbursable expenses to be paid to the Adjudicator shall be fixed by Commissioner, Greater Chennai Corporation.</p>
13.	Appointing Authority for the Adjudicator: Commissioner, Greater Chennai Corporation.
14.	Arbitration will take place in accordance with Arbitration and Conciliation Act, 1996.
15.	The proportion of payment retained is 5% in each part bill and 2.5% in the final bill.
16.	The liquidated damages for the whole of the Works are 0.05% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price.
17.	<p>The Performance Security &amp; E&amp;S performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price:</p> <p>(a) 2% of the contract amount - Performance Security</p> <p>(b) 2% of the contract amount – E&amp;S Performance Security</p> <p>(c) The standard form(s) of Performance Security &amp; E&amp;S Performance Security acceptable to the Employer shall be of the type presented in Section II Clause-29 of ITB of the Bidding Document.</p>
18.	<p>The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.</p> <p>*The date by which “as – built” drawings are required is within 28 days of issue of the certificate of completion of whole or section of the work, as the case may be.</p> <p>The amount to be withheld for failing to produce “as-built” drawings and / or operating and maintenance manuals by the date required is Rs. &lt;&lt;Insert amount in INR&gt;&gt; /- (<i>To be decided based on the value of the project</i>).</p>

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## **Section VIII**

### **General Technical Specifications**

*<< Suitable requirements and Specifications and standard as per relevant codes will be  
Scripted by the Technical team of the concern Departments >>*

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## **Section IX**

### **Schedule - A**

#### **Schedule Of Rates and Approximate Quantities**

- (a) The quantities given here are those upon which the lump-sum tender cost of the work is based but they are subject to alterations, omissions, deductions, or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the S.S.R.B/T.N.B.P. and other conditions or specifications of the contract.
- (b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the ----- and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for works IN SITU and complete in every respect.

**Bill of Quantities << to be furnished by the technical wing of the executing department based on the requirements under the of scope of work>>**

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## **Schedule - B**

### **List of Drawings**

The Contractor shall proceed with the work only after due approval, by the Authority, of the structural design vetted by a competent institution.

**Details of Drawings are provided in Annexure.**

Signature of the Bidder

Date .....

Signature of Tenderer

**Section X****Part -A****Technical Specifications for Civil Works**

**<< Suitable inputs on the Methodology and Technical Specification to furnished by the concern Department>>**

Signature of Tenderer

## Part –B

### Environmental and Social (ES) requirements

*[The Employer's team preparing the ES requirements should include a suitably qualified Environmental and Social specialist/s.*

*The Employer should attach or refer to the Employer's environmental and social policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.*

#### **Suggested content for an Environmental and Social Policy (Statement)**

*The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), Sexual Harassment (SH), gender-based violence, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions-Special Provisions- Sub-Clause 4.20.*

*As a minimum, the policy is set out to the commitments to:*

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*

3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
5. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
6. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
7. *engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
8. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
9. *minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works.*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

#### **Minimum Content of ES requirements**

*In preparing detailed specifications for ES requirements, the specialists should refer to and consider:*

- *project reports e.g. Environmental and Social Impact Assessment (ESIA)/ Environmental and Social Management Plan (ESMP)*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant applicable conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*

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- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA.*
- *SEA prevention and management.*

*The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working.*

*The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions if any) and other parts of the specifications.*

#### **Payment for ES Requirements**

*The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items. For example, normally the cost of implementing work place safe systems of work, including the measures necessary for ensuring traffic and road safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, SEA and SH awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract*

#### **Environmental and Social Management Plan - Specification & Provisions**

<<Environmental and Social Management Plan comprises of, Mitigation measures to avoid, minimize, mitigate and manage the potential impacts and Environmental Monitoring Plan to ensure Compliance to Environmental Guidelines and standards of GoTN/GoI. Suitable provision shall be provided based on the project, to be decided by Tender Inviting Authority >>



## Annexure - A

### STANDARD FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

&lt;Name&gt;

&lt;Designation&gt;

&lt;Address&gt;

&lt;Phone Nos.&gt;

&lt;Fax Nos.&gt;

&lt;Email id&gt;

Whereas, <<name of the contractor and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide implementation work for <<Name of the Work>> to (hereinafter called “the GCC”) Greater Chennai Corporation

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Indian Rupees<Insert Value> (Rupees <Insert Value in Words> only) 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 said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder 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 <<Insert Date>> Notwithstanding anything contained herein:

Signature of Tenderer

- I. Our liability under this bank guarantee shall not exceed Indian Rupees<InsertValue> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demandfor payment under this bank guarantee on or before <Insert Expiry Date>) failing whichour liability under the guarantee will automatically cease.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's Common Seal)**

Signature of Tenderer

### Annexure - B

#### FORMAT OF BANK CERTIFICATE FOR WORKING CAPITAL REQUIREMENT BANK CERTIFICATE

This is to certify that M/s. .... is a reputed company with a good financial standing. If the Contract for the work, namely

is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of 30% of the Work Value **Rs.** <<Insert amount in INR>>/- to meet their working capital requirements for executing the above Contract.

\_\_ \_ Sd. \_\_

Name of Bank Senior Bank Manager  
Address of the Bank

Signature of Tenderer

## Annexure – C

**FORMAT OF PERFORMANCE INDEMNITY BOND**

Know all men by these presents, We, ..... (Name of Contractor and Address of the Registered office) do hereby constitute, appoint and authorize Mr/Ms....., son/daughter/wife of Mr..... and presently residing at ..... (full address) who is presently employed with us and holding the position of .....(herein after referred as the “Authorised representative”) to do in our name and on our behalf, all such acts and things are necessary or required in connection with or incidental to execution of this deed of indemnity at ..... (place) on this day of (month) ..... (year)..... to and in favor of the Commissioner, Greater Chennai Corporation, (hereinafter called the “Commissioner” which expression has to unless excluded by or repugnant to the context include his successors and assigns).

Whereas We, the contractor had submitted the tender for Description of work (place of work of supply) and such tender has been accepted subject to the general conditions to contract appended to the preliminary specification of the T.N.B.P/S.S.R.B and such other conditions issued along with tender documents.

And whereas in pursuance of the terms of contract, that a sum equal to 2.5% of the total value of work done, has been retained with the Greater Chennai Corporation for a period of years reckoned from the date of completion of the work in order to enable the departmental officers to watch the effect of all seasons on the work and the structural stability of the work executed by us;

And whereas it was decided to refund the said sum equal to 2.5% of the total value of the work done retained with the Commissioner, Greater Chennai Corporation on the expiry of period of ..... years reckoned from the date of completion of work provided that we execute an indemnity bond for a period of ..... years indemnifying the Commissioner, Greater Chennai Corporation against any expenditure incurred to rectify any defect noticed against the specifications mentioned in the tender in the execution of the work or during the period of ..... years.

Now, this deed of indemnity witness that in consideration of the contract entrusted to us by the Commissioner, Greater Chennai Corporation, we agreed to the following terms and conditions and executed this indemnity bond in confirmation of all and undertakes to comply with the terms herein below mentioned.

We doth hereby indemnify the Commissioner, Greater Chennai Corporation against any loss or damage that may be caused any defect noticed against the specifications mentioned in the tender in the execution of the work entrusted to us of ..... years, i.e., from ..... upto.....(dates to during the period be specified).

IN WITNESS THEREOF WE, ..... THE ABOVE NAMED CONTRACTOR  
HAVE SIGNED THIS DEED IN THE ..... PRESENCE OF

First Witness: Second Witness:

Signature of the Authorized Representative  
on behalf of the Contractor

Signature of Tenderer

## Section – XI

### APPENDICES

#### Appendix 1

#### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee.
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

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<sup>22</sup>This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law was current on the date of bid opening will apply.

- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotion etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of 10,000.00 Rupees per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers

near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act-1942: Every employee shall be allowed at least twenty-four consecutive hours of rest (weekly holiday) in every week,
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or person employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.

## **Appendix – 2**

### **SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.**

1. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
2. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees. As appropriate such permissions may be taken from GCC, State Forests Department or any other department / agency as required.
3. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
4. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
5. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
6. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.
7. The Environmental Impact Assessment Notification, 2006 and its amendments: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts



until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.

8. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
9. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
10. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provide for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
11. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
12. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
13. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also, for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.

Signature of Tenderer

14. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
15. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
16. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
17. Solid Waste Management Rules, 2016: This provides the person that generates the waste should segregate and store the waste generated by them in three separate streams namely bio-degradable, non-bio-degradable and domestic hazardous wastes in suitable bins and handover segregated wastes to authorized waste pickers or waste collectors as per the direction or notification by the local authorities from time to time. The waste generator shall not throw burn or bury the solid waste generated by them on streets, public places or any water bodies. The contractor will be responsible for auditing and should comply with all the requirements of this rule.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this the Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 2019: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.

The Coastal Regulation Zone Notifications, 2019: The new CRZ norms aim to promote sustainable development based on scientific principles. There is no reduction in Development Zone. For CRZ-III (Rural) areas, two separate categories have been stipulated - CRZ-III A and CRZ-III B. Floor Space Index norms have been eased. Tourism infrastructure permitted in coastal areas. Coastal Regulation Zone clearances streamlined. No Development Zone of 20 meters for all Islands

Note: CRZ notification, 2019 is not amended in Tamil Nadu. Only draft policy is being circulated. Once the notification is amended in Tamil Nadu the contractor shall ensure that all the clearances are obtained under the notification and also that when maps are prepared & notified in CRZ 2019 becomes applicable, then the projects shall follow that

26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater

abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.

29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

## Appendix – 3

### Code of Conduct for Contractor's Personnel (ES) Form

#### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and

Signature of Tenderer

12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

#### RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

#### CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [enter name of Contractor's contact person with relevant experience] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Monitoring and reporting on labor laws with use of digital systems (ICT Tools for tracking compliance of labor laws) of the applicable Labour Laws given below:

1. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Centra; Rules 1998.
2. The Building and Other Construction Workers' Welfare Cess Act 1996 and Welfare Cess Rules 1998
3. The Minimum Wages Act 1948
4. The Industrial Employment (standing Orders) Central Rules 1946
5. The Payment and Wages Act 1936
6. The Employees Compensation Act, 1923
7. The Employees State Insurance Act 1948
8. The Contract Labour Act 1986
9. The Inter-state Migration Workmen Act 1979
10. The Equal Remuneration Act 1976
11. The Maternity benefit Act 1961

Signature of Tenderer

12. The Sexual Harassment of Women at Workplace (prohibition, Prevention, Redressal) Act 2013

13. The Child and Adolescent Labour (Prohibition and Regulation) act 1986

Tools for Avoidance, Minimising impact on host population and Mitigation

Where the mapping indicates that there is a likelihood of a negative impact of labor influx in any project, a mitigation plan has to be put in place involving the key stakeholders. The contractor has contractual accountability to the client/borrower as well as a contractual and legal relationship with the sub-contractor. The contractor also stands in a position of “Principal Employer” to the workers and is therefore ultimately responsible for the labor welfare measures which would influence the impact of labor on the local community. In order to mitigate the negative effects of influx of migrant labors on the host community, the contractor needs to:

1. Assess the conditions of the host community prior to starting the work and hire labor accordingly
2. Manage influx and hire sub-contractors who have the capacity to manage effects of impacts
3. Conduct orientation meetings with the workers and where workers are engaged through a sub-contractor, with the sub-contractor, to apprise them of the social, political, cultural environment and instruct them to conduct themselves accordingly
4. Lay down a “Code of Conduct” for the workers to avoid adverse impacts on the community
5. Conduct periodic meetings with representatives of the community to track issues likely to impact it negatively
6. Ensure a monitoring system to track possible negative impacts and ensure timebound mitigation measures

Depending on the results of studying the nature and extent of impact, all or any of the following mitigating measures may be taken:

Workers Camps and Management of Worker - Community Interface

Camp Location Respond with Yes or No

1. Where the conditions are conducive, i.e. some indications of positive impacts are found, camps can be located in a place which helps workers to interact with the host community. This could facilitate easier acceptance, and co-existence. All cautionary measures are to be adopted at such camps as well
2. In the best interest of the workers, the camp should be located at a place where there is mobile phone connectivity so that the workers can be in touch with their family
3. Where the connectivity of the camp with the project site is a crucial factor, keeping in mind the time and costs of the project, and the camp necessarily has to be located close to the community, adopt all cautionary measures
4. Where the cost or time is not an issue and negative impacts are indicated, locate the camp at a location which is far away from the local residential area

Managing Worker - Community interface

Camp Location Respond with Yes or No

1. The camp should be kept self-sufficient so that workers do not need to visit the local community market for day to day purchases
2. The camp should have means of entertainment and amusement for workers including indoor games, televisions etc. so that workers do not feel the need to move out in search of entertainment
3. Locals should be employed for guarding the camp so that movement of workers and locals can be monitored and restricted
4. The scope for workers to meet locals more often than necessary should be reduced by fixing accountability on local elders/influentials to keep a watch on workers' movement inside the host community, especially after dark

Signature of Tenderer

5. Workers should be kept under constant monitoring of respective troop leaders/sardars/labor supplier and fix accountability on troop leaders for their actions
6. Watch should be kept on interactions of young and unmarried migrants with locals
7. Where favorable conditions allow, help the locals in accepting the migrant workers by allowing both to meet, interact and spend time

#### Engagement with the Host Community

1. Hire a local sub-contractor/labor-supplier to exercise influence on and engage with the host community
2. Engage local workers to satisfy “son-of-the-soil” demand
3. Extend some reasonable favors to keep the locals happy
4. Involve some local influential person or persons in some capacity and give him/them some decision-making power
5. Form joint committee/s with local influential persons which would monitor the effect of influx of outsiders and liaison between them and the host community
6. Ensure that project staff behave responsibly to environment in particular, not dumping waste, creating water-logging, etc.
7. Provide certain amenities or services, such as use of water supply to some extent, small repairs to public/community buildings, occasional recreation and entertainment such as sports events or film screening, etc.

8. Engage with and manage groups who are in majority or capable of creating problems

#### Engagement with the Host Community

9. Engage the local unemployed educated youth in responsible jobs like site supervisor, junior engineer, etc.
10. Understand and manage the caste or ethnicity politics
11. Balance the requirement of outside workers with the tendency of the host community to be hostile to certain cultural, ethnic or religious groups
12. Alternately, ensure reduction of conflict by keeping the workers away from the community, ensure short duration stay or phased engagement to ensure the barriers are removed
13. Ensure that welfare measures are implemented in full so that labor is satisfied and confined to camp and worksites and therefore minimise the incidents of drawing on local resources or mingling with the host community.

The following broad labor welfare measures will cumulatively affect the frequency and quality of interface with the host community and must be regularly monitored:

#### Camp Location Respond with Yes No

1. Access to the labor camp/site by road, avoiding passages through local habitations
2. Access to basic facilities including doctor/physician/para medical professionals, chemist, shops, and market for workers staying at the camp
3. Provision of basic health and safety measures<sup>31</sup> such as equipment like fire extinguishers at the camp and ensuring that at least a few workers staying in the camp permanently have the required knowledge of using the safety devices
4. Provision of safety exits for evacuation during emergency
5. Adequate ventilation in rooms or containers with bunk-beds
6. Provision of personal safe/locker/storage space for the labors for storing valuables if not clothes & and household goods
7. Labor camps set at a place with no issue related to connectivity for mobile service operators
8. Provision of basic facilities in camp including drinking water filter, sanitation facility, adequate number of toilets and covered space for bathing and washing
9. Provision of kitchen, canteen/space for workers to eat their meals under hygienic conditions
10. Camp is self-sufficient and equipped where workers need not go out to buy commodities including vegetables, etc. for sustenance, at least for a week

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11. Provision of bed with mattress and pillow alongside materials like blankets in sufficient numbers, keeping climatic conditions in mind
12. Each worker should have his private space even if they share rooms, not only for sleeping, alone but also for spending time during off season/hours
13. Feedback or grievance redressal mechanism where workers without fear of getting laid off, can report their complaints related to quality of services and facilities at their camp
14. Camp is secured 24x7 by guards hired by contractors
15. Provision for entertainment and recreation like games, TV, etc. for workers in the camp during off season/hours
16. Camp should have a first aid box that is regularly maintained by professionals

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# Appendix -4

## Fraud and Corruption

### *(Applicable for World Bank funded projects)*

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
  - (c) nk's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

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indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- e. he time they knew of the practices;
- f. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- g. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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## APPENDIX – 5

### FORM OF SEXUAL EXPLOITATION AND ABUSE (SEA), AND/OR SEXUAL HARASSMENT (SH) DECLARATION

DATE: \_\_\_\_\_ ICB No.: \_\_\_\_\_  
ALTERNATIVE No.: \_\_\_\_\_  
CONTRACT TITLE: \_\_\_\_\_

TO:

WE, THE UNDERSIGNED, DECLARE THAT:

WE UNDERSTAND THAT BIDS MUST BE SUPPORTED BY A SEA AND/OR SH  
DECLARATION.

WE ACCEPT THAT, IF AWARDED THE CONTRACT, WE, INCLUDING OUR  
SUBCONTRACTORS, ARE REQUIRED TO COMPLY WITH THE SEA/SH PREVENTION AND  
RESPONSE OBLIGATIONS UNDER THE CONTRACT, AND WE FURTHER ACCEPT THAT  
THE BANK MAY DISQUALIFY US FROM BEING AWARDED A BANK-FINANCED  
CONTRACT FOR A PERIOD OF TWO YEARS, IF IT IS DETERMINED BY DISPUTE  
AVOIDANCE/ADJUDICATION BOARD (DAAB) DECISION THAT WE:

- (a) HAVE FAILED TO CORRECT NON-COMPLIANCE WITH IDENTIFIED SAE/SH  
PREVENTION AND RESPONSE OBLIGATION; AND/OR
- (b) WERE NON-COMPLIANT WITH SUCH OBLIGATIONS AT THE TIME OF AN ALLEGED  
INCIDENT,

AND, IN THE EVENT OF RECOURSE TO THE EMERGENCY ARBITRATION PROVISIONS  
UNDER THE INTERNATIONAL CHAMBER OF COMMERCE ARBITRATION RULES, AN  
ORDER TO REVERSE THE DAAB DECISION IS NOT ISSUED BY THE EMERGENCY  
ARBITRATOR UNDER THE RULES.

NAME OF THE BIDDER\* \_\_\_\_\_

NAME OF THE PERSON DULY AUTHORIZED TO SIGN THE BID ON BEHALF OF THE  
BIDDER\*\* \_\_\_\_\_

TITLE OF THE PERSON SIGNING THE BID \_\_\_\_\_

SIGNATURE OF THE PERSON NAMED ABOVE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

\*: IN THE CASE OF THE BID SUBMITTED BY JOINT VENTURE SPECIFY THE NAME OF  
THE JOINT VENTURE AS BIDDER

\*\*: PERSON SIGNING THE BID SHALL HAVE THE POWER OF ATTORNEY GIVEN BY THE  
BIDDER ATTACHED TO THE BID

*[NOTE: IN CASE OF A JOINT VENTURE, THE SEA AND/OR SH DECLARATION MUST BE IN  
THE NAME OF ALL MEMBERS TO THE JOINT VENTURE THAT SUBMITS THE BID.]*

Signature of Tenderer