



Govt. of Kerala
IRRIGATION DEPARTMENT
International Bidding Document
for
Desilting of Mangalam Reservoir
(Pilot Project)

INTERNATIONAL COMPETITIVE BIDDING

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Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents for the procurement of the Works as specified in Section VI, Works Requirements. The name, identification of this bidding are specified in the BDS.</p>
	<p>1.2 Throughout this Bidding Document:</p> <p>(a) the term “in writing” means communicated in written form and delivered against receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) “day” means calendar day.</p>
2. Source of Funds	<p>2.1 As this being a Turn key project, the deposited material is undergoing a sale and hence the sale proceeds are added to the exchequer. In order to have minimum facilities for expediting this desilting process the requirement of office building in the dam premises and the required vehicles, instruments etc.. are to be procured using funds as specified in the BDS.</p>
3. Eligible Bidders	<p>3.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.4—or any combination of them in the form of a joint venture (JV)specified in the BDS., under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The number of members in a JV is restricted to three.</p>
	<p>3.2 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 for the purpose of this bidding process, if the Bidder:</p>

	<ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or. (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved; or (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project . (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract. (j) Declaration to this effect should be given by the bidder.
	<p>3.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or</p>

	<p>association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the contract including related services. Bidders/ firms from countries banned by Government of India are not eligible to participate in the bid.</p>
	<p>3.4 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.</p>
	<p>3.5 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.</p>
<p>4. Qualification of Bidders</p>	<p>4.1 All bidders shall provide in Section IV, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary</p>
	<p>4.2 In the event that Pre-qualification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award for Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section II – 10.1 (g) vii.</p>

	<p>4.3 All bidders shall include the following information and documents with their bids for technical evaluation as detailed in Section III :</p> <ul style="list-style-type: none">(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;(b) total monetary value of works performed for each of the last five years;(c) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;(d) major items of dredging equipment proposed to carry out the Contract;(e) qualifications and experience of key site management and technical personnel proposed for the Contract;(f) reports on the financial standing of the Bidder, such as profit and loss statements including its annexure with details and auditor's reports for the past five years;(g) evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);(h) authority to seek references from the Bidder's bankers;(i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;(j) proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price (<i>for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed; no vertical splitting of work for sub-contracting is acceptable</i>); and(k) The proposed methodology and program of dredging including Environmental Management Plan backed with equipment, materials and manpower 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.
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	<p>4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:</p> <ul style="list-style-type: none">(a) the bid shall include all the information listed in sub clause 4.3 above;(b) the bid and, in case of a successful bid, the Agreement,(c) one of the partners shall be Authorized as lead partner.(d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;(e) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];(f) The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, dredging, dredging equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;(g) The joint venture agreement should be registered in Indian territory, but justiciable under the competence of High court of Kerala so as to be legally valid and binding on partners.(h) A copy of the joint venture agreement entered into by the partners shall be submitted with the bid.
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	<p>4.5 To qualify for award of the contract, each bidder in its name should have in the last five years : 2018-19, 2017-18, 2016-17 2015-16 and 2014-2015</p> <ul style="list-style-type: none"> (a) Achieved, in at least a minimum of Rs.75 Crores of turnover in average of any THREE Financial/calendar year within the last FIVE calendar years as proven by the respective approved audit report for 2018-19 price level. (b) Satisfactorily completed (not less than 50% of contract value), as a contractor, for similar works** for total value not less than INR 40 Crores during the last five financial years/calendar years. (c) The bidder shall have available liquid assets sufficient to meet dredging cash flow requirements estimated as INR 100 crores. (d) The current soundness of the bidders financial position and its prospective long term profitability having a net worth of INR 200 crores for the last five years. (e) The bidder is required to submit relevant work order and its completion certificate issued by the client showing the reference no. of work order, actual date of execution, executed quantity of work etc in support of meeting the above criteria. (f) Experience of only the bidding entity shall be considered. A job executed by the bidder for its own concern / subsidiary shall not be considered as experience for the purpose of meeting the criteria. <p>** “Similar Works” means the type of the “proposed works” described in “Specifications”</p>
	<p>4.6 The figures for each partners of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a joint venture to qualify each of its partner must meet at least 26% percent of the minimum criteria in Sub-clause 4.5 above and all the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture’s bid. Sub-contractors experience and resources will not be taken into account</p>

	<p>4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:</p> <ul style="list-style-type: none"> ▪ made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ▪ record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.; and/or ▪ Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer. ▪ Bidders who are black listed.
<p>B. Contents of Bidding Document</p>	
<p>5. Sections of Bidding Document</p>	<p>5.1 The Bidding Document consist of Parts 1, 2, and3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 7.</p> <p>PART 1 Bidding Procedures Section I - Instructions to Bidders (ITB) Section II - Bid Data Sheet (BDS) Section III - Evaluation and Qualification Criteria Section IV - Bidding Forms Section V - Eligible Countries</p> <p>PART 2 Works Requirements Section VI - Works Requirements</p> <p>PART 3 Conditions of Contract and Contract Forms Section VII - General Conditions of Contract (GCC) Section VIII - Particular Conditions of Contract (PCC) Section IX - Special Conditions of Contract (SCC) Section X - Contract Forms</p>
	<p>5.2 The Invitation for Bids issued by the Employer is part of the Bidding Document.</p>
	<p>5.3 The bid document is available online on the website http://www.etenders.kerala.gov.in. The bid document can be downloaded free of cost, however, the bidder is required to submit the bid submission fee through ONLINE NEFT transaction for submitting the quoted bid.Unless obtained directly from the website, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests</p>

	for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 7. In case of any contradiction, documents obtained directly from the website shall prevail.
	5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
6. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	6.1 A Bidder requiring any clarification of the Bidding Document shall notify only online through the e-procurement portal to the authority inviting bid or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 6.4 specified in BDS . The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS . The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with Clause 6.3 of ITB, including a description of the inquiry but without identifying its source. If so specified in the BDS , the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 7 and ITB 21.2.
	6.2 The Bidder's site visit at his own cost and responsibility is mandatory, to examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract of the Works.
	6.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	6.4 If so specified in the BDS , the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

	6.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
	6.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be published in the website for the bidders. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 7 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
7. Amendment of Bidding Document	7.1 At any time prior to the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website www.etenders.kerala.gov.in under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have moved this tender to their “My Tenders” area.
	7.2 Any Corrigendum issued shall be part of the bidding documents and shall be communicated to all the bidders who have moved this tender to their “My Tenders” area. In case of any corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document and have moved the tender to their “My Tenders”. The Employer shall also promptly publish the corrigendum on the e-portal in accordance with ITB 7.1.
	7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 21.2
C. Preparation of Bids	
8. Cost of Bidding	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, all taxes and royalty amount etc. and the <i>Employer</i> shall in no case be responsible or liable for those costs, time lag occurred, regardless of the conduct or outcome of the bidding process
9. Language of Bid	9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be

	in the language specified in the BDS.
10. Documents Comprising the Bid	<p>10.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid in accordance with ITB 11; (b) Completed Schedules, in accordance with ITB 11 and 13: as specified in the BDS; (c) Earnest Money Deposit (EMD), in accordance with ITB 18; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.4; (e) documentary evidence in accordance with ITB 34 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (f) Technical Proposal in accordance with ITB 16; and (g) any other document required in the BDS.
	<p>10.2 The Bid submitted by the bidder shall be in two parts specified in the BDS.:</p> <p>Part 1: This shall be named “Envelope ‘1’ - (Technical and Commercial Bid – Part-1) of Bid” and shall comprise of:</p> <ul style="list-style-type: none"> (a) “Letter of bid” for Part-1 of the bid, as per format given in Section IV (to be submitted on line) (b) The details of EMD. (c) Scanned copy (attested by a self attested / notary public) of Power of Attorney for signing the document in the case of firm in partnership/limited company, corporation. (d) Authorized address and contact details of the Bidder having the following information: <ul style="list-style-type: none"> Name of Firm Address for communication : Telephone No.(s): Office: Mobile No.: Facsimile (FAX) No.: Electronic Mail Identification (E-mail ID): (e) Qualification information, supporting documents, and undertaking as specified in Clause 4 of ITB and as per detail at SECTION -III. (f) Undertaking that the bid shall remain valid for the period specified in Clause 17.1 of ITB. (g) Any other information/documents/schedules required to be completed and submitted by bidders vide Section IV,

	<p>and</p> <p>(h) Scanned copy (attested by a self attested/ notary public) of Evidence of “access to”/availability of credit facility (duly filled-in)</p> <p>(i) Scanned copy (attested by a self attested/ notary public) of an Affidavit affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder.</p> <p>(j) Legal document in respect of joint venture, consortium, if any, (as mentioned in the instructions (ITB 4.4) and as per the Govt. of India rules in force)</p> <p>(k) Scanned copy (attested by a self attested/ notary public) of Declaration Excise Duty (revised attached)</p> <p>(l) Declaration regarding customs/ excise duty exemption.</p> <p>(Note : It should be made sure that there is no financial related forms / information in the Envelope – 1 Part-1, failing which the bid offer is likely will be rejected)</p> <p>Part II. It shall be named Envelope ‘2’ – “Financial and Price Bid : Part-2” of Bid and shall comprise of:</p> <p>(m) Bill Of Quantities (BOQ)</p> <p>(n) Bid as per Schedule of Payment of Instalments vide Section IV- Bidding forms</p> <p>(o)Forms for Amount and Number of Installments</p>
	<p>10.3 The documents and details mentioned in Clause 10.2 Part – I above shall be submitted online on website: www.etenders.kerala.gov.in. Details and process of online submission of the tender and relevant documents are also given in the website mentioned above. The above are to be submitted in the manner as prescribed below:</p> <p>The following details shall be entered on line in the prescribed formats:</p> <p>(a) ‘Letter of bid’ for Technical Qualification Part-1 of the bid.</p> <p>(b) Scanned copies of the following documents shall be uploaded as PDF on the website www.etenders.kerala.gov.in at the appropriate place.</p> <ul style="list-style-type: none"> ▪ Bid Security in any of the forms specified in ITB. ▪ Undertaking that the bid shall remain valid for the period (120 days) after the deadline date for bid submission specified in

	<p>Clause 17.1 of ITB.</p> <ul style="list-style-type: none"> ▪ Contractor Registration certificate. ▪ Copy of embassy certified documents shall be submitted by foreign ventures. ▪ Scanned copy (attested by a self attested/ notary public) of Power of attorney for signing the document in the case of firm in partnership/limited company corporation. ▪ Annual Turnover Certificate from chartered Accountant for last five financial years forms with breakup of civil works and total works in each financial year. (Clause 4.5 of ITB). ▪ Other Declarations / Schedule as per section 2 ▪ Affidavit regarding correctness of certificates (Clause 4.3 of ITB) ▪ Any other documents as specified in the Bid Data Sheet or ITB. ▪ Evidence of access to or availability of credit facilities. ▪ Scanned copies of any other details deemed fit for technical evaluation. ▪ Similar nature of works executed (Clause 4.5 (c) of ITB. ▪ Works in hand (Clause 4.3 (c) of ITB & other declarations ▪ Machineries owned / brought on hire. ▪ Scanned copy of Legal document in respect of joint venture, consortium as mentioned in the instructions (Section: II) and as per the Govt. of India rules in force ▪ Scanned copy of the preliminary agreement in the format specified in Kerala stamp paper worth Rs.500/- duly filled up and signed by the bidder. ▪ Annual Turnover Certificate from chartered Accountant for last five financial years forms with breakup of civil works and total works in each financial year. (Clause 4.5 of ITB) ▪ Declaration regarding customs/ excise duty exemption. <p>(c) “Envelope ‘2’ – “Financial and Price Bid : Part-2” :[TO BE uploaded now but OPENED AFTER COMPLETION OF EVALUATION OF “TECHNICAL AND COMMERCIAL BID PART-1”]</p> <p>(i) Bill Of Quantities (BOQ)</p> <p>(ii) Bid as per Schedule of Payment of Instalments vide Section</p>
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	<p>IV- Bill of Quantities</p> <p>(iii)Forms for Amount and Number of Installments</p> <p>(d) Submission of Original Documents: The bidders are required to submit;-</p> <ul style="list-style-type: none"> i. Original Power of Attorney ii. Original Affidavit regarding “Correctness of Information” iii. Original Preliminary Agreement in the format specified in Kerala stamp paper worth Rs.500/- duly filled up and signed by the bidder,
	<p>10.4 Legal document in respect of joint venture, consortium, if any, at the address indicated in clause 20.3 of ITB on a date not later than three working days after the opening of technical qualification part of the Bid, either by registered post, courier or by hand, failing which the bids will be declared non-responsive.</p>
	<p>10.5 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p>
	<p>10.6 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
11. Letter of Bid and Schedules	<p>11.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</p>
12. Alternative Bids/ Part Bids	<p>12.1 Alternative bids/ Part bids shall not be considered.</p>
13. Bid Prices	<p>13.1 The Bidder shall submit a bid for the whole of the works described in ITB 1.1</p>
	<p>13.2 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total bid price submitted by the Bidder to be remitted to Geological department/ Local Self Government for shifting sand.</p>

	<p>The area designated as the desiltation zone of the reservoirs by the Chief Engineer or other competent authorities concerned , including the yards used for storing/separation of sediment which are public lands/leased by the contractor for the desiltation purpose will hence forth be exempt from any payment of royalty or any associated charges under the mines and minerals(developemet and regulation) act 1957</p> <p>However beyond the notified desiltation zone, licenses/royalty for stocking and sale of materials removed would be applicable</p> <p>The transportation permit issued to the vehicle transporting the sediments by the competent Engineer shall be sufficient for transporting the landed sediments out of the desiltation zone to other specified site in the pass. No mining and Geology pass shall be insisted over and above the same to transport the material to the designated site</p>
14. Currencies of Bid and Payment	14.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS .
	14.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
15. Documents Comprising the Technical Proposal	15.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
16. Documents Establishing the Qualifications of the Bidder	16.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
	16.2 If a margin of preference applies as specified in accordance with ITB 30.
17. Period of Validity of Bids	17.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 21.1.

	<p>17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 18, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security.</p>
18. Bid Security	<p>18.1 The Bidder shall furnish as part of its bid, an Earnest Money Deposit (EMD) (Bid security) as specified in the BDS, in the amount and currency specified in the BDS. The payment of bid security and bid submission fee should be made sufficiently early such that at the specified date and time of the opening of the bid the status of payment should be successful. No “Subject to Bank Clearance ” status will be entertained.</p>
	<p>18.2 The EMD shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested.</p>
	<p>18.3 If a bid security is specified pursuant to ITB 18.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.</p>
	<p>18.4 If a bid security is specified pursuant to ITB 18.1, the Bid Security of unsuccessful bidders who have submitted bid security amount, shall be returned to them through as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the performance security pursuant to ITB 39.</p>
	<p>18.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.</p>
	<p>18.6 The bid security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 38; or (ii) furnish a performance security in accordance with ITB 39.

	18.7 The bid security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 3.1.
19. Format and Signing of Bid	19.1 The Bidder shall prepare the documents comprising bid as described in ITB 11 in PDF format and upload after signed digitally by the bidder
	19.2 Bidders shall mark as “CONFIDENTIAL” all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
	19.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. 19.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
D. Submission and Opening of Bids	
20. Electronic Submission of Bids	20.1 The bidder shall submit online two separate files (envelope) : Part – 1 and Part – 2 as specified in BDS:- Part – 1 marked as“ Envelope’1’ – “ Part-1 -Technical and Commercial ” and Part – 2 marked as“ Envelope’2’ – “ Part-2 Financial and Price Bid ”
	20.2 The contents of the Post Qualification and “Technical and Commercial Bid” and “Financial and Price Bid” shall be as specified in ITB 15&16. All the documents are required to be signed digitally by the bidder. After electronic online bid

	<p>submission the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.</p>
	<p>20.3 The Bidder shall submit, listed below documents, as specified in ITB 16, in “another sealed envelope” to the following address:</p> <ul style="list-style-type: none"> i. Original Power of Attorney and ii. Original Affidavit regarding correctness of information iii. Original Preliminary Agreement iv. Legal document in respect of joint venture, consortium, if any <p>For Bid No. To</p> <p style="padding-left: 40px;">The Superintending Engineer, Siruvani Project Circle, Vadakkanthara P.O, Chunnambuthara, Palakkad – 678012, Kerala, India</p> <p>Bearing the following identification: “ Bid for “ Desilting of Mangalam Reservoir” at Palakkad, Kerala,India”</p> <p>Bid No. 1/ PQ/SE/SPC/2019-20</p>
21. Deadline for Submission of Bids	<p>21.1 Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS. Complete Bids in two parts as per ITB 20 above must be received by the Employer online not later than 15/02/2020 16:00 Hrs (IST), and hard copy not later than 02/03/2020 16:00 Hrs (IST). In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.</p>
	<p>21.2 The Employer may, at its discretion, extend the deadline for the submission of bids by issuing a corrigendum, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
22. Late Bids	<p>22.1 The electronic bidding system would not allow any late submission of bids after due date & time reckoned as per server time. The bids received late will be rejected.</p>

<p>23. Withdrawal, Substitution, and Modification of Bids</p>	<p>23.1 Bidders may modify their bids by uploading their new BOQ before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential resubmission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, if the bid is withdrawn, the resubmission of the bid is not allowed and bid submission fee will be forfeited. (For withdrawal of the bid a separate file named “Application for withdrawal” will have to be uploaded by the bidder in the space provided for the purpose. During the opening of the tender bids this file will be opened first and in case it is found that the bidder has withdrawn, the tender will be rejected. The bidder will not have any claim for bid submission fee in case he withdraws the bid).</p>
	<p>23.2 No bid shall be modified after the deadline for submission of bids.</p>
	<p>23.3 Withdrawal of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in ITB 17.1 above or as extended pursuant to ITB 17.2 is not allowed in the e-procurement system. If a bidder does the same through any other medium, then it may result in the forfeiture of the bid security (EMD).</p>
<p>24. Bid Opening</p>	<p>24.1 The Employer inviting bids or its authorized representatives will open the bids online and this could be viewed by the bidders also online. No bid shall be rejected at the time of bid opening (except for the late bids who have not submitted hard copies within the deadline pursuant to ITB 21.1). In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.</p>
	<p>24.2 First, envelopes marked Part -1 : “Envelope ‘1’ – (Technical and Commercial Bid – Part – 1)” shall be opened.</p>
	<p>24.3 In all cases, the amount of bid security, processing fee / cost of bid documents, and validity of the bid shall be scrutinized. Thereafter, the bidders’ name and such other details as the Employer may consider appropriate, shall be notified as Part 1 bid opening summary by the authority inviting bids at the online</p>

	opening. A separate electronic summary of the opening is generated and kept online.
	24.4 The Employer shall prepare a minutes of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, if applicable, including; bid validity and the presence or absence of a bid security, and upload the same in the e-procurement portal for viewing online. The letter of bid shall be initialed by employer or his authorized representatives.
	24.5 Evaluation of Part-1 “Envelope ‘1’ – (Technical and Commercial Bid– Part – 1)” of bids with respect to bid security, qualification information and other information furnished in Part-1 of the bid in pursuant to Clause 16 of ITB, shall be taken up and completed within FORTY FIVE working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- 2 of bids will be eligible for opening.
	24.6 The result of evaluation of Part-1 of the Bids shall be made public on e-procurement following which any bidder may submit complaint which shall be considered for resolution before opening of Part-2 of the bid. Any complaint shall be dealt with in accordance with complaint handling protocol as available on the e-procurement portal, www.etenders.kerala.gov.in
	24.7 The Employer shall inform, the bidders, who have qualified during evaluation of Part - 1 of bids, of the date, time of online opening of Part -2 of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
	24.8 Part- 2 : “Envelope ‘2’ – Financial and Price Bid; part-2:”of bids of only these bidders shall be opened online, who have qualified in Part - 1 of the bid. The bidders’ names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate shall be notified online by the Employer at the time of bid opening. Any Bid price, which is not declared and recorded, shall not be taken into account in Bid Evaluation.
	24.9 The Employer shall prepare the minutes of the online opening of Part-2 of Bids and upload the same for viewing online.

E. Evaluation and Comparison of Bids	
25. Confidentiality	25.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 37.
	25.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
26. Clarification of Bids	26.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing or by cable. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted.
	26.2 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
	26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.
27. Examination of Bids	27.1 During the detailed evaluation of Part-1 of Bids , the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB 4 and 5; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
	27.2 During the detailed evaluation of Part-2 of Bids , the bids will be further determined with respect to the remaining bid conditions, i.e., MAXIMUM AMOUNT OFFERED .
28. Determination of Responsiveness	28.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB10.
	28.2 A substantially responsive bid is one that meets the requirements

	of the Bidding Document.
	28.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 15, Technical Proposal, in particular, to confirm that all requirements of Section VI (Works Requirements) have been met.
	28.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction.
29. Conversion to Single Currency	29.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency that is INDIAN NATIONAL RUPEE(INR) reckoned as per 7 days prior to dead date of bid submission of Bid . The source of exchange rate shall be: Reserve Bank of India { Base Currency (INR)} at Thiruvananthapuram, Kerala
30. Margin of Preference	30.1 There shall no margin of preference for domestic bidders.
31. Subcontractors	<p>31.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Contractor.</p> <p>31.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.</p> <p>31.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS.</p>
32. Evaluation of Bids	32.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	32.2 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB 27.
	32.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation
	32.4 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by highest quoted bid to be paid in

	installments of different percentages in progressive period.
	32.5 If the employer feels the highest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce details stating for such high amount of bid ,to demonstrate the internal consistency of those prices with the dredging methods and schedule proposed.
33. Comparison of Bids	33.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34 to determine the HIGHEST evaluated bid. Specified in the ITB 27.2.
34. Qualification of the Bidder	34.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the Highest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.
	34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.1.
	34.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next highest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
35. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	35.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
F. Award of Contract	
36. Award Criteria	36.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the Highest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
37. Notification of Award	37.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, by cable, telex or facsimile

	<p>confirmed by registered letter, the Letter of Acceptance included in the Contract Forms, that the bid has been accepted. At the same time, the Employer shall also notify the results of the bidding, in the e-procurement portal with the following information:</p> <ul style="list-style-type: none">(i) name of each Bidder who submitted a Bid;(ii) bid prices as read out at Bid Opening;(iii) name and evaluated prices of each Bid that was evaluated;(iv) name of bidders whose bids were rejected and the reasons for their rejection; and(v) Name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
	<p>37.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITB 39.</p>

38. Signing of Contract	38.1 The contractor shall execute agreement within 28 days of date of Letter of Acceptance .
39. Performance Guarantee	<p>39.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Guarantee in any of the forms given below</p> <ul style="list-style-type: none"> • for an amount equal to 5% of the quoted value in which at least fifty percentage of the amount will be in the form of Treasury Fixed Deposit and the rest in the form of an unconditional bank guarantee, valid for 48 months, at the time of execution of agreement in the form given in Section X Contract Forms. Bank Guarantee shall be valid for one year after the completion of the desiltation work in approved format in accordance with the conditions of contract, subject to GCC 31.1.
	<p>39.2 If the Performance Guarantee furnished by the successful Bidder is in the form of a bank Guarantee, it shall be issued either</p> <p>(a) at the Bidder's option, by a Nationalized Indian bank or</p> <p>(b) By a foreign bank through a correspondent Bank in India [nationalized].</p> <p>‘The Performance Guarantee of a joint venture shall be in the name of joint venture’</p>
	39.3 Failure of the successful Bidder to submit the above-mentioned Performance Guarantee or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
	39.4 In addition, a reimbursable interest free amount of 2 % of the bid amount subject to a minimum of INR 25 lakhs (Rs), shall be remitted by the successful bidder at the time of signing the contract. This should be deposited to the designated account specified by the bidding authority. This amount will be adjusted against the fourth installment of payments received in the 12 th month after the signing of the agreement.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The number of the Invitation for Bids is : <i>1/PQ/SE/SPC/2019-20/SN</i> The Employer is: The Superintending Engineer(on behalf of Governor of Kerala) Siruvani Project Circle Palakkad, Kerala, India
ITB 1.1	The name of the bidding process is: <i>[INTERNATIONAL BIDDING PROCESS]</i> The identification number of the bidding process is: <i>1/PQ/SE/SPC/2019-20/SN</i>
ITB 2.1	A reimbursable interest free amount of 2 % of the quoted value subject to a minimum of INR 25 lakhs, to be remitted by the successful bidder at the time of signing the contract.
ITB 2.1	The name of the Project is: <i>DESILTATION OF MANGALAM RESERVIOR</i>
ITB 3.1	Maximum number of members in the JV shall be: <i>[THREE with 26% min share for each member]</i> .

B. Bidding Documents

ITB 6.1	For clarification purposes only, the Employer's address is: The Superintending Engineer, Siruvani Project Circle, Vadakkanthara P.O, Chunnambuthara, Palakkad – 678012, Telephone: +91 491 2577425 Electronic mail address: sespcpkd@yahoo.co.in Requests for clarification should be received by the Employer no later than: 24/01/2020
ITB 6.2	Web page: www.etenders.kerala.gov.in
ITB 6.3	The site visit by the prospective bidder with employer/ his representative is

	mandatory which to be arranged at bidders own cost.
ITB 6.4	<p>A Pre-Bid meeting SHALL take place. Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>The Superintending Engineer, Siruvani Project Circle, Vadakkanthara P.O, Chunnambuthara, Palakkad – 678012,</p> <p>Time: 1130 Hrs (IST) Date : 30.01.2020</p>

C. Preparation of Bids

ITB 9.1	The language of the bid is: English
ITB 10.1 (b)	<p>The documents for the bid are uploaded in the web site. The Bid submitted by the Bidder shall be in two parts: Part 1: This shall be named Envelope 1-Technical and Commercial Bid and shall comprise of:</p> <ul style="list-style-type: none"> i) Technical bid document ii) The details of Bid Security (EMD) iii) Scanned copy (attested by a self attested / notary public) of Power of attorney for signing the document in the case of firm in partnership/limited company, corporation. iv) Authorized address and contact details of the Bidder having the following information: <p>Name of Firm Address for Communication : Telephone No.(s): Office: Mobile No.: Facsimile (FAX) No.: Electronic Mail Identification (E-mail ID):</p> <ul style="list-style-type: none"> v) Qualification information, supporting documents vi) Any other information/documents required to be completed and submitted by bidders, and vii) An Affidavit affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder. <p>Part II. It shall be named Envelope 2-Financial and Price Bid and shall comprise of:</p> <ul style="list-style-type: none"> i) Bill Of Quantities (BOQ)

	(ii) Bid as per Schedule of Payment of Instalments vide Section IV-Bidding forms
ITB 10.1 (g)	<p>The documents and details mentioned in clause 10.1 Part I above shall be submitted online on website: www.etenders.kerala.gov.in. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:</p> <p>Scanned copies of the following documents shall be uploaded on the website www.etenders.kerala.gov.in at the appropriate place.</p> <p>i) Contractor Registration certificate ii) Scanned copy (attested by a self attested / notary public) of Power of attorney for signing the document in the case of firm in partnership/limited company, corporation, iii) Scanned copy of the preliminary agreement in the format specified in section X, in Kerala stamp paper worth Rs.500/- duly filled up and signed by the bidder.</p> <p>iv) Evidence of access to line of credit v) Annual Turnover Certificate from chartered Accountant in average of any THREE Financial Year within the last FIVE calendar years forms with breakup of civil works and total works in each financial year. vi) Affidavit regarding correctness of certificates vii) Any other documents/ updates as specified by the State in the Bid Data Sheet viii) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or possessed on hire should be uploaded after converting the same to PDF. ix) Similar nature of works executed x) Machineries owned/brought on hire</p>
ITB 10.2	<p>Submission of Original Documents: The bidders are required to submit original Power of Attorney and preliminary agreement in the format specified in Kerala stamp paper worth Rs.500/- duly filled up and signed by the bidder by registered post failing which the bids will be declared non-responsive.</p>
ITB 14.1	<p>The prices shall be quoted by the bidder in: INR (Indian Rupee)</p> <p>A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV. Bidding Forms.</p>

ITB 17.1	The bid validity period shall be: 120 days after the deadline date for bid submission.
ITB 18.1	A Bid Security (EMD) <i>shall be</i> required. If a Bid Security shall be required, the amount and currency of the bid security shall be in INR: Bid Security is INR One crore Bid submission fee is INR 15000 + GST + Flood cess
ITB 18.1	Bid Security :shall be deposited online through their respective internet banking enabled account or NEFT.
	D. Submission and Opening of Bids
ITB 20.1	Only original of the bid shall be submitted.
ITB 20.1	Bidders shall submit the bid through the e-procurement portal www.etenders.kerala.gov.in and an additional copy of bid.
ITB 20.1	<p>The bidding under this contract is electronic bid submission through website www.etenders.kerala.gov.in. Detailed guidelines for viewing bids and submission of online bids are available in the website. The Invitation for Bids is published on this website. Any citizen or prospective bidder can log on to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids on line; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site www.etenders.kerala.gov.in using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.</p> <p>After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.</p> <p>The completed bid comprising of documents indicated in ITB Clause 10.1, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document.</p>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:[insert the name and description of the documentation

	required to demonstrate the authority of the signatory to sign the bid].
ITB 24.1	The bid opening shall take place at: O/o the Superintending Engineer, Siruvani Project Circle, Vadakkanthara P O, Chunnambuthara, Palakkad – 678 012 Kerala, India

ITB 24.4	The Letter of Bid shall be initialed by _____/[<i>TWO</i>] representatives of the Employer conducting Bid opening
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E. Evaluation and Comparison of Bids

ITB 29.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: INR</p> <p>The source of exchange rate shall be: Reserve Bank of India {Base Currency (INR)} at Thiruvananthapuram, Kerala</p> <p>The date for the exchange rate shall be: 7 days prior to dead date of bid submission of Part –1 of Bid</p>
ITB 31.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>30% of the total contract amount (preferably transportation of sediments from dam)</i></p> <p>b) Bidders planning to subcontract more than 20% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>

Section III - Evaluation and Qualification Criteria

Introduction

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the INR equivalent using the rate of exchange determined as follows:

- -For financial turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- -Value of single contract - Exchange rate prevailing on 7 days prior to dead date of bid submission date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 29. Any clerical error in determining the exchange rates in the Bid may be corrected by the Employer.

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1. Evaluation

In addition to the criteria listed in ITB the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI(Works Requirements).

1.2 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder. The specialized sub-contractors proposed shall be fully qualified for their work proposed.

2. Qualification

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Any Nationality in accordance with ITB 3.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 3.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 3.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2013.	Must meet requirement ¹²	Must meet requirements	Must meet requirement ²	N/A	Form CON-2

¹Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

² This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration , or withdrawal of the Bid pursuant ITB 18.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1 st January 2013	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

³The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Bidder's country, other financial statements acceptable to the Employer, for the last FIVE years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability having a net worth of INR 200 Crores	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Turnover	Minimum average annual turnover of INR 75Crores in average of any three financial years, calculated as total certified payments received for contracts in progress and/or completed within the last FIVE years as per approved audit report for 2018-19 price level.	Must meet requirement	Must meet requirement	Must meet 26%, of the requirement	Must meet 26%, of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Dredging Experience	Experience under dredging contracts in the role of prime contractor, or JV member or sub-contractor, or management contractor for at least the last 1 year, starting 1 st January 2013	Must meet requirement	N/A	N/A	Must meet requirement	Form EXP – 4.1
4.2 (a)	Specific Dredging & Contract Management Experience	(i) A minimum number of similar ⁴ contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or sub-contractor between 1st	Must meet requirement	Must meet requirement ⁷	N/A	N/A	Form EXP 4.2(a)

⁴The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work’s Requirements.

Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁵ Substantial completion shall be based on 80% or more works completed under the contract.

⁶ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement.

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.2.(b)		January 2013 and application submission deadline: (i) Contracts each of minimum value of 5Crores, but with total value of all contracts equal or more than 20Crores					
		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor ⁸ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum dredging experience.	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ⁹	

⁸For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share shall be counted to meet this requirement.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
5.Personnel							
		<ul style="list-style-type: none"> • Project manager posted at site with B Tech/ M Tech (civil/Mech.) qualification with min 3 years of total experience and 1 year experience in dredging operation : 1nos 	Must meet requirements	Must meet requirements	N/A	N/A	Form PER – 1&2:
		<ul style="list-style-type: none"> • Site engineers B Tech/ M Tech (civil/Mech) qualification with min 2 years of total experience and 1year experience in dredging operation: 3 nos. 	Must meet requirements	Must meet requirements	N/A	N/A	Form PER – 1&2:
		<ul style="list-style-type: none"> • Supervisors diploma in civil/Mech with min 2 years of 	Must meet requirements	Must meet requirements	N/A	N/A	Form PER – 1&2:

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		total experience and 1 year experience in dredging operation:4 nos.					

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
6. Equipment							
		The bidder in minimum should posses the following equipments <ul style="list-style-type: none"> • Pneumatic /Cutter suction Dredger (GPS enabled)- 1 no • Excavators-3 no • Sediment Seperators-2 nos. • Bull dozers-6 nos. • Earth movers- 6 nos. • Soil Transporting vehiches-30 nos. • Robust street/road cleaning machine 1 no Other equipments to be listed by the bidder	Must meet requirements	Must meet requirements	N/A	N/A	Form EQP – 1:

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
7. Work Plan							
		Program Evaluation Review Technique (PERT) chart with time schedule is mandatory for each bidder and the bidder who submits the best work plan will be given due weightage ,criteria for evaluation will be decided by the Technical committee.	Must meet requirements	Must meet requirements	N/A	N/A	To be given with bid as per bidder discretion.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
8. Payment Plan							
		The bidder should agree to pay as per the payment plan proposed by the employer.	Must meet requirements	Must meet requirements	N/A	N/A	Form INS – 1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
9. Performance Guarantee							
		Five percent of the contract amount has to be paid	Must meet requirements	Must meet requirements	N/A	N/A	

Criteria for qualification of Technical bid
--

SI No	Subject	Requirement	Award
1	Conflict of Interest	No conflicts of interest in accordance with ITB 3.2	5
2	Litigation History	No history since 1st Jan 2016	5
		No history since 1st Jan 2015	7.5
		No history since 1st Jan 2014	10
3	Average annual turnover	75 Cr	5
		100 Cr	7.5
		150 Cr	10
4	General Dredging Experience	1 year	2
		2 years	5
		3 years	7.5
		4 years	10
		5 years	15
5	Specific Dredging & Contract Management Experience last five years	No of contract x contract amount \geq 20 Cr	2
		No of contract x contract amount \geq 50 Cr	5
		No of contract x contract amount \geq 100 Cr	10
		No of contract x contract amount \geq 150 Cr	15
		No of contract x contract amount \geq 200 Cr	20
		No of contract x contract amount \geq 250 Cr	25
6	Qualification of person key position	Project manager B.E/B Tech (Civil/Mech) - 1 nos- 3 years of experience	10(add 0.5 marks for each additional year of experience) Max 15
		Engineer B.E./B Tech (Civil/Mech)- 2 nos - 2 years of experience	
		Supervisor DCE (Civil/mech) – 8 nos -3 years of experience	
7	Equipments	Cutter suction Dredger -1 no	15(add 0.5 marks for each additional unit of item) Max 20
		excavators-3 nos	
		Seperators-2 nos	
		Bull dozers-6 nos	
		Haulers-6nos	
		Soil Transporting vehiches-30 nos	
8	Work plan	ALL THE BIDDERS ARE TO SUBMIT THE WORK PLAN WHICH IS MANDATORY	
		MAXIMUM SCORE THAT CAN BE SCORED	100

	<p>**For the technical bid to be considered for financial bidding the technical bids should obtain a minimum of 60 scores. In case of large response for bid, the bidders with maximum score for equipments and work personnel will be given weightage and shall only be considered for financial bidding.</p> <p>For General Dredging Experience and Specific Dredging & Contract Management Experience last five years (Sl. No. 4 & 5) taken together, a minimum of 25 scores out of 40 is required for the technical bid to be considered for financial bidding.</p>	
	FINANCIAL CRITERIA	
1	<p>Quoted bid amount to be paid in 5% (3rd month), 5% (6th month), 10% (9th month), 10% (12th month), 10% (15th month), 15% (18th month), 15% (21th month), 15% (24th month), 5% (27th month), 5% (30th month), 5% (33rd month). The applicable GST and other relevant taxes if any should be paid along with the installments.</p>	

Section IV - Bidding Forms

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Letter of Bid

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

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert identification]*

To: *Superintending Engineer
Siruvani Project Circle
Vadakkanthara P O, Chunnambuthara,
Palakkad – 678 012
Kerala India*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 7).
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 3.5.
- (d) We offer to execute in conformity with the Bidding Documents the following Works:
Desilting of Mangalam Reservoir
- (e) Our bid shall be valid for a period of **[120 calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (f) If our bid is accepted, we commit to obtain a Performance Guarantee in accordance with the Bidding Documents;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 3.2(e).
- (h) 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 imposed by **Govt. of Kerala**

- (i) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 3.4;¹⁰
- (j) We have paid, or will pay the following fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of Recipient	Address	Reason	Amount
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(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (l) We understand that you are not bound to accept the Highest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

¹⁰Bidder to use as appropriate

2. DETAILED DESCRIPTION OF BOQ (BILL OF QUANTITIES)

Item No.	Quantity Of Sediments	DESCRIPTION OF ITEM
1	2.95 Mm3	<p>1.Desilting the reservoir by removing deposited sediments using suitable methods such as pneumatic suction pumps or GPS enabled cutter suction dredgers or any similar equipment or sophisticated machines, hydraulic excavators ,so as to produce solid output of not less than 3000 cubic meter per day from the locations defined and for a depth specified in the desilting plan which shall in no case go beyond the original bed level of the reservoir as directed by the departmental officer at site , including</p> <p>a. dumping the sediments at one or more locations identified in the Environment Management Plan (EMP) and approved by the departmental officers,</p> <p>b. providing and shifting the pipelines to convey the removed sediments to the stacking yard including all labour charges, incidental charges and service tax and all other charges,</p> <p>c. separating the components such as pebble, gravel, sand, clay and residue from the removed sediments,</p> <p>d. stacking the components in measurable form,</p> <p>e. treating the water pumped along with the sediments from reservoir to retrieve the quality of water to that of reservoir water quality before desiltation and allow the treated water to flow back to the reservoir,</p> <p>f. disposal of debris to an environmentally acceptable place at contractors choice adhering to the emission standards of Central Pollution Control Board and/or the Kerala State Pollution Control Board in compliance with the environmental regulations and</p>

	<p>instructions stipulated in EMP including all lead and lift, all labour charges, incidental charges and service tax, hire charges of the penumatic suction pump or cutter suction dredger or any similar or sophisticated equipment, all tools and plants and accessories, fuel charges, idling and mobilisation charges etc. complete in accordance with the norms specified in the Standard Operating Procedure, Environment Management Plan and Government regulations, excluding royalties, seigniorage and Taxes and any other mandatory charges fees etc.,</p> <p>2. Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared as directed by the departmental officer at site</p> <p>3. Taking levels of reservoir area minimum six times to establish reduced levels Pre and Post monsoon, and interim preparing documents including hire charges of instrument, charges of skilled operators, engineering personnels, assistants, mazdoors and all other incidental charges etc. complete, as directed by the departmental officer at site</p> <p>4. Taking levels of reservoir area using bathymetric system minimum six times to establish reduced levels before and after desiltation, preparing documents including hire charges of instrument, charges of skilled operators, engineering personnels, assistants, mazdoors and all other incidental charges etc. complete, as directed by the departmental officer at site</p> <p>5. Mobilization of machinery - Cutter Dredger, Spiral separators pneumatic suction pumps or GPS enabled cutter suction dredgers or any similar equipment or sophisticated machines, hydraulic excavators etc.</p>
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		<p>6. Implementing Environment Management Plan (EMP) which includes works proposed for an amount of Rs 98.06 lakhs (details will be made available for the bidders from EMP report)</p> <ul style="list-style-type: none">• Dust suppression• Green belt development along haul roads• Storage of top soil and catchment area treatment• Restoration Of Pisciculture• Wastewater Management• Storm water Management• Environmental Monitoring Cost• Restoration of reservoir ecological balance after desilting operation• Baseline water quality data of the reservoir water shall be analysed by the bidder at his own cost as per the direction of engineer-in-charge.• The baseline parameters should be analysed every three months which is mandatory, and or as directed by the engineer-in-charge, at the cost of the bidder. <p>7. Any widening of the haul road, construction of culverts, shifting of electric post, cables or any other obstruction for transportation of the materials without hindrance to the existing traffic volume is to be done by the bidder at his own cost.</p> <p>8. Even though the separation methods are mentioned in the pre paragraphs, the bidder is at liberty to take away the extracted sediments even without segregating it into different components at site.</p>
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3. Schedule of Payment of Installments

A	B	C	D
Month	Percentage of Payment since execution of agreement. Currency (INR)	Amount of Currency	Cumulative Percentage of Total Bid Price (TBP)
1.			
2.			
3	1 st payment, 5 %of bid value + relevant taxes		5
-			
6	2 nd payment 5% of bid value + relevant taxes (6 th month)		10
-			
9	3 rd payment 10% of bid value + relevant taxes		20
-			
12	4 th payment 10% of bid value + relevant taxes(1 st year)		30
-			
15	5 th payment 10% of bid value + relevant taxes		40
-			
18	6 th payment 15% of bid value + relevant taxes		55
-			
21	7 th payment 15% of bid value + relevant taxes		70
-			
24	8 th payment 15% of bid value + relevant taxes (2 nd year)		85
-			
27	9 th payment 5% of bid value + relevant taxes		90
-			
30	10 th payment 5% of bid value + relevant taxes		95
-			
33	11 th payment 5% of bid value + relevant taxes		100
-			
36	Contract ends		
Total Bid Price			

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Qualification

Organization

Financial

Experience

Forms for Personnel

Form PER – 1: Proposed Personnel

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

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Form EQP – 1: Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

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

The following information shall be provided only for equipment not owned by the Bidder.

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

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI -1.1: Bidder Information Form

Date: _____
 ICB No. and title: _____
 Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3.3 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.1 <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 3.4 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
<p>JV member's authorized representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax numbers: _____</p> <p>E-mail address: _____</p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 3.3.</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 3.4</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [2013] specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January [2013] specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
		Contract Identification: Name of Employer: Address of Employer: Agreed amount of work: Details of litigation: Unresolved litigation amount: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.4 All details above mentioned should be described in different paras.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated.			

Form CCC: Current Contract Commitments / Works in Progress

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

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current INR equivalent)	Estimated completion date	Average monthly invoicing over last six months (INR/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____				
	(amount in currency, currency, exchange rate, INR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets(CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Solvency Details					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (INR equivalent)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1 & 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the _____ years required above; and complying with the requirements

Form FIN - 3.2: Average Annual Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2

Financial Resources

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

Source of financing	Amount (INR equivalent)
1.	
2.	
3.	
4.	

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES**

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 **Desilting of Mangalam reservoir** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

__ Sd. __

Name of Bank

Senior Bank Manager

Address of the Bank

*** Change the text as follows for Joint venture:**

This is to certify that M/s. who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.

*If the contract for the work, namely **Desilting of Mangalam reservoir** is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. to M/s. to meet the working capital requirements for executing the above contract.*

[This should be given by the JV members in proportion to their financial participation.]

Form EXP - 4.1: General Dredging Experience

Bidder's Name: _____
 Date: _____
 Joint Venture Member's Name _____
 ICB No. and title: _____
 Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a): Specific Dredging and Contract Management Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			INR*	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Dredging and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Dredging Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹¹ (as per ITB 31.3): _____

ICB No. and title: _____

Page _____ of _____ pages

Sub-contractor's Name (as per ITB 31.00): _____

All Sub-contractors for key activities must complete the information in this form as per ITB 31.00.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

¹¹ If applicable.

Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

Section V - Eligible Countries

In reference to ITB 3.0, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 3.0: **“none”**.

PART 2 – Works Requirements

Section VI - Works Requirements

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Specifications

1. General

Sedimentation of storage reservoirs is the process of accumulation of silt due to the obstruction created by the dam. This causes reduction in the storage capacity of the reservoir. The progressive loss of capacity due to sediment accumulation results in reduced benefits and may even cause operational problems in the reservoir projects. Desiltation of reservoirs will help to restore the original designed capacity of the reservoirs. The desilted sediment can be separated into usable components like sand and clay which can be utilized for construction purposes and brick/tile industries respectively. This will provide a solution to the scarcity of sand in the State. Thus the desiltation of reservoirs will help in storage capacity restoration as well as in earning sizeable revenue to the State by way of sale of separated components, which is to be adopted for Mangalam reservoir. The desilting procedure should be done in consonance with the Standard Operating Procedure (SOP) adopted for desiltation of the reservoirs by the state of Kerala. It may also be noted that SOP prevails over all anomalies or ambiguities concerned with the desiltation.

2. Estimation of quantity of deposited sediment in a reservoir

The quantity of deposited sediments in reservoirs assessed by the dam officials prior by using Integrated Bathymetric System and Sub Bottom Profiling. If desired, the bidder is free to carry out detailed studies for ascertaining the quantity of sediments and its components at his own cost. After and during the desiltation process, Integrated Bathymetric Study as well as Sub Bottom Profiling shall be conducted jointly by the Departmental and bidder to assess the quantum of sediments removed. The Initial sounding level and final sounding level shall be reported to the Chief Technical Examiner as per rules.

The Mangalam project commissioned during 1957 comprises of a dam across Cherukunnam river, a tributary of Bharathapuzha, located 13km North East of Vadakkencherry town in Palakkad district at a latitude 10°31'N and longitude of 76°32' E. It consist of a straight gravity rubble masonry dam of 162 m length and two earthen dams, namely, saddle I of 752 m length and saddle II of 142m length of rock type, a masonry gravity type spillway in the center for surplussing the flood discharge, two main canals, their branches and distributaries to irrigate 3440 Ha. lands in Alathur Taluk of Palakkad district. The full reservoir level is +77.88m MSL and the minimum drawdown level is 64.20m. The water spread area is 3.96 SqKm.

By increasing the storage capacity through desiltation, the excess water available can either be used more efficiently for irrigation and more area can be brought under irrigation. The quantity of silt to be removed is estimated as 2.95 Mm³. The dead storage volume for Mangalam reservoir is 0.15 Mm³. The quantity of sediment that can be removed is 2.95 Mm³. By removing the sediments, additional 2.95 Mm³ of water can be stored in the reservoir.

Desiltation in Mangalam Dam is to be carried out as per G.O.(Ms)No.79/2017/WRD Dated,Thiruvananthapuram,26/09/2017,appended to this order Standard Operating Procedure (SOP) and approved. Desiltation in the Mangalam dam is to be carried out by Turnkey Method.

METHOD OF DESILTATION

The desilting has to be done by two methodologies as elucidated in para 6. They are

1. Dry Excavation
2. Wet excavation using cutter section or pneumatic suction desilting pumps

The estimated quantum of silt is around **2.95 Mm³**. The entire process of de-silting proposed by the Department of Irrigation consists of desilting of sediments accumulated in the reservoir, simultaneous separation of desilted material into gravel, sand, clay etc., stacking of separated material and transportation of separated materials. The above desilting works are envisaged to be completed in 36 months duration.

3. Estimation of quantity of components in the deposited sediments

Components of deposited materials such as sand, silt, clay etc. assessed by collecting samples at closer interval, one each at the centre of the grid of 50m x 50m size.

4. Clearing and Grubbing

4.1. Clearing and Leveling Site

The portion of the right-of-way where required for constructing the work under these specifications shall be cleared of all trees, bushes, rubbish and other objectionable matter. Trees designated by the Engineer-in-Charge shall not be cut and shall be protected from injury. Such cleared material shall be disposed off, as provided in sub-paragraph said below or removed from the site of work before the date of completion of the contract as approved by the Engineer-in-Charge. The clearing operation shall be in accordance with clauses 4.1, 4.1.1, 4.2 and 4.3 of I.S. 4701-9182 Indian Code of Practice for earth work in canals. Surface boulders either loose or partly embedded in the ground will have to be removed and stacked as directed.

4.2 Grubbing

The area described or shown on the relevant site plan shall be cleared of all obstructions, loose stones, non-required materials and rubbish of all kinds. All brushwood shall be cleared and the roots grubbed up. No trees shall be cut down and removed without the instructions of the Engineer-in-Charge. Those which are cut down shall be grubbed up. The same remarks

apply to jungle clearance. Trees to be preserved will be designated by the Engineer-in-Charge.

The products of the clearing shall be stacked in such place and manner as may be ordered by the Engineer-in-Charge and the ground shall be left in a perfectly clean conditions all products of the clearing shall be the property of Government and shall be disposed of as the Engineer-in-charge may direct.

All holes or hollows, whether originally existing or produced by digging up roots shall be carefully filled up with earth, well rammed to the design density and leveled off, as may be directed.

4.3 Preparation of Bed

Ant hills shall be completely dug out before earth work is started. In the absence of any separate contract schedule provision for removal of shrubs, loose stone and digging of any hills involved in the preparation of bed, the contract rate for earth work shall be deemed to include all the work to be done in accordance with this clause. In cases where the work preparation of bed is rather extensive the Engineer-in-Charge will usually provide a separate schedule provision, the contractor shall understand that his tender rate is inclusive of all such work without extra charge. The contractor shall understand that his tender rate is inclusive of all such work without extra charge. The contractor shall therefore examine the site before tendering and provide for all items to be done under his earth work tender rate. Old bunds will be benched or sloped as directed by Engineer-in-Charge before addition of earth, the benches being 500mm *500mm unless other sizes are specified. The benches or slope shall be inspected by the Engineer-in-Charge designated for the purpose and approved before new earthwork is keyed into them.

4.4 Disposal of Cleared and Grubbed Material

The disposal of cleared and grubbed material shall be in accordance with clause 4.1.1 of LS 4701-1982 code of Practice for earth work on canals. All waste materials to be burnt shall be piled nearby and when in suitable condition shall be burnt completely to ashes.

The material to be disposed off may as per Kerala state pollution control board norms.

4.5 Acquisition

For the clearance of light jungle, heavy jungle with or without uprooting etc., payment will be made as provided for in the tender documents. Separate payment will not be made for clearing of site and grubbing including disposal of the cleared and grubbed material required under the above paras unless and otherwise specified in the contract document. The contractor shall include the cost thereof in the prices bid in the bill of quantities of the

contract for the relevant finished item of work for which clearing and grubbing as mentioned in the above Para are required.

5. Roads

Damages due to rain or flood either in cutting or in banks shall have to be made by the contractor till the site is handed over to the department. The responsibility for desilting and making good the damages due to rain or flood rests with the contractor. No extra cost is payable for such operations and the contractor shall therefore have to take all necessary precautions to protect the work done during the dredging period.

6. Technology to be used for desilting of reservoir and its subsequent separation.

The desilting can be done through two methodologies.

1. Dry Excavation

The dry excavation method can be adopted for the reservoir area above water level. In this method, it is proposed to excavate the dry land using mechanical equipment such as hydraulic excavator or similar sophisticated machine. Further, the excavated sediment shall be transported by trucks to the separating unit. Separated components should be stacked individually in measurable form.

2. Excavation using pneumatic suction desilting pumps

For reservoir area submerged under water it is suggested to remove the sediments by using pneumatic suction pump or cutter suction dredger or any similar sophisticated equipment which are GPS enabled. The sucked sediments shall be transported through pipeline to the separation mechanism. Since the sediment is pumped alongwith water the slurry can be fed directly to the separator to sort out individual components. The individual components thus obtained shall be stacked in measurable form. Water pumped along with sediments shall be treated to retrieve the quality to such level of reservoir water quality before desiltation. Since this project is taken up as a pilot project and being the first of its kind in India the vivid understanding about the details and probable bottlenecks in the desiltation process and technology is limited. The project is taken up as a proof of concept. However, there are a few reservoir desilting projects taken up and successfully completed in some of the foreign countries. Literature reviews and internet search reveal that some organisations have the technology and machinery to complete the end-to-end process of desiltation, separation of components and treatment of water. In this project report, the estimate and probable rate for the activities associated with desiltation are of Govt. of Kerala, Irrigation Department Desiltation of Chulliar Reservoir as Pilot Project worked out on the basis of fundamental engineering methods to carry out various steps in the desilting processes. While bidding, the bidder should explain the technology they propose to use in the desiltation process.

6.2 Issues related to turbidity of water during desiltation.

Standards of Kerala State Pollution control Board shall be followed in relation to the treated water to be released to natural streams/reservoir as per www.keralapcb.nic.in. The test required for ensuring water quality and other statutory norms shall be carried out by the bidder as per the departmental direction.

7.0 Environmental concerns

Withdrawal of sediments shall only be carried out from the stipulated locations of reservoir area, as per the work plan approved by the tendering authority.

Locating the pipeline routes shall be done taking into account development patterns of the area, roads, rail crossings etc. Booster pump locations, if required, shall be selected to minimize the inconvenience and potential noise impacts.

Stacking/Processing of deslited materials shall be carried out as per departmental direction and supervision only.

In Case materials are not packed, the trucks shall be well covered during transportation to reduce pollution problems.

After the entire process is completed, debris shall be moved to the areas outside the premises of the dam premises at the cost of bidder.

In case of plastic and other debris, the bidding authority shall decide the mode of disposal which shall be specified in the bid document.

8. Desiltation process

8.1 Reservoir de-siltation process in brief shall include the following phases,

- Phase 1: Removal of sediment material from the reservoir.
- Phase 2: Transportation to separation plant/stacking yard.
- Phase 3: Separation and washing of cobble, pebble, sand, clay and other materials.
- Phase 4: Transportation of sand, clay and other useable materials, debris disposal.

The desiltation process should be started from 200m away from the dam body and should be proceeded towards the upstream side.

The de-silted sediment in slurry form shall be separated into usable components by wet method. Sufficient test shall be done by the contractor to take into consideration of bulking of sand. The quality of sand separated shall be assured with respect to particle size as per IS code 383-1970.

- The Irrigation Department possesses 1.5 acres of land in 2 plots (100 + 50 cents in two separate locations) which will be permitted to be used by the successful contractor on lease as per prevailing rate at the time of execution of agreement.

Additional lands required for processing, transport and storing the desilted proceeds shall be secured by the contractor on his own cost and sufficient environmental safeguards ensured.

The area for sediment stacking and processing yard shall be selected taking into account the following factors.

- Areas considered as environmentally sensitive such as wetlands and streams, historical sites, river floodway etc. shall be avoided.
- For economy, the site shall be located at technically feasible distance towards the downstream side of the reservoir.
- The site shall be isolated from populated areas where the pipelines and other equipments may be considered a nuisance, a safety hazard, aesthetically unpleasant etc.
- The long term impacts of wind-blown silt that can originate from the disposal area after it dries shall also be considered.
- The site shall provide the operational flexibility needed for the job, such as the ability to discharge the dredged material at different points as it moves.
- The site shall be suitable for the future reuse.

8.2 Disposal of untreated water sucked with the dredged material and subsequently separated.

The sucked water which is discharged after sediment separation shall be treated and reverted to natural streams/pipelines/reservoir as per the direction of the departmental officers concerned. The water discharged to the natural streams shall strictly adhere to the standards specified by the Kerala State Pollution Control Board. Untreated water shall not be discharged into the rivers/streams/reservoir under any circumstance. The required test will have to be carried out by the bidder as per the departmental direction.

8.3 Environmental and social impacts of transportation of massive quantities of the desilted and separated components through fragile communities with limited road access given the remote location of reservoirs.

The process of pumping the entire materials from reservoirs directly to the separating & packing plants through pipelines will ensure minimum environmental and social disturbance. The bidder shall ensure that the pipeline conveyance of de-silted material shall not affect the environment as well as the people residing in the area. Any damages to road, gates, fence, side protection works etc. due to any of the above processes, shall be maintained by the bidder.

8.4 Responsibility of the bidder

It shall be the responsibility of the bidder to remove the sediments in accordance with the Standard Operating Procedure (SOP) and strictly adhering to the safety conditions and logistical guidelines stipulated by the Government. The program for desiltation shall be completed within a total period of 36 months. All stationary norms are to be ensured and royalty if any needs to be paid by the authority/bidder who disposes off the separated materials.

- The desilted proceeds can be removed only upto original contour level at the time of impounding reservoir.
- Desilting will only be permitted 200m away from the body of the dam.

The silt removed must be completely evacuated out of the department land and also the useful and waste products obtained from the silt extraction should be totally removed from department land. Total evacuation of wanted or unwanted material obtained as silt or byproduct of silt, after the expiry of the time prescribed for desiltation, to the satisfaction of signing authority, shall be totally binding on the bidder.

If during desiltation, any precious material (having a value 20 times that of the price of the costly desilted product) is found, it will be the sole property of the Government. If any forensic material is obtained, it should handed over to the station officer of the nearest police station.

9.5 Monitoring, auditing and accounting mechanism during the process life cycle to ensure accountability.

The accumulated sediments shall be removed only from within the boundary and sectors earmarked by Department. De-silting adjacent to the dam structure shall be under the close monitoring of Kerala Dam Safety Authority. It will be the responsibility of the bidder to convince the Department about the quantum of sediments removed by using Integrated Bathymetric Study and sub Bottom Profiling also. The entire area of dam premise should be camera installed with boomed check post at entrance with counters to evaluate the number of loads a day. Also CCTV surveillance systems shall be installed at the separation yard for monitoring the activities. The concerned District Collectors shall post an Inspector at the separation site for monitoring.

The contractor will be solely held responsible for any damages occurred to the dam due to desiltation.

10 Environmental Management Plan (EMP)

10.1 Environment Management Plan

The Environmental Management Plan (EMP) provides an essential link between predicted impacts and mitigation measures during the de-silting operations. EMP outlines the mitigation, monitoring and institutional measures to be taken during and

after the de-silting operations to avoid or mitigate adverse environmental impacts, and the actions needed to implement these measures. The likely impacts on various components of environment due to the project have been identified and measures for their mitigation are suggested. The EMP lists all the requirements to ensure effective mitigation of every potential biophysical and socio-economic impact identified in the EIA. For each attribute, or operation, which could otherwise give rise to impact, The following information is presented:

- A comprehensive listing of the mitigation measures
- Parameters that will be monitored to ensure effective implementation of the action
- Timing for implementation of the action to ensure that the objectives of mitigation are fully met

10.2 EMP for De-silting Operations

The EMP comprises of a series of components covering direct mitigation and environmental monitoring, an outline of waste management plan and a project site restoration plan. Therefore, environmental management plan has been prepared for each of the above developmental activities. The management plan for each of the environmental component consists of adopting the mitigation measures proposed for them depending on the anticipated impacts. The mitigation measures shall be meticulously followed to ensure efficient environmental management during the de-silting operations.

10.3 Land Environment

- Demarcation of dredging and excavation area with pillars and geo-referencing should be done prior to start of de-silting.
- Excavation for removal of sediments shall not be done up to a distance of 200 m from the dam.
- **Depth of excavation should be restricted to 3 meter and distance from the bank should be 3 meter or 10 percent of the river/stream width whichever less. No excavation shall be done beyond the reservoir area into the river/stream. The depth of excavation shall not exceed the original bed level of the reservoir.**
- Catchment area treatment may be prioritized. Better coordination between the Forest Department and Irrigation Department may be ensured.
- The debris and the topsoil shall be stacked separately and used for catchment area treatment.
- Restricting site vegetation clearance to the minimum needed to provide adequate and safe working space for all the activities which will be carried out on the site
- Green belt/plantation shall be developed all along the haul roads and other places to arrest dust.
- On completion of de-silting operations all machinery and equipment, surplus materials and wastes should be completely removed. Stockpiles if any should be provided with gentle slopes.

- Burning of wastes on site shall be prohibited. A waste management plan should be prepared and complied with.

10.4 Water Environment

- Settling tanks and purifying facilities should be established for reducing turbidity. Harmless coagulants used for drinking water treatment such as alum or poly electrolyte can be used as coagulation aids for assisting the sedimentation. The scheme of wastewater treatment proposed shall include detention ponds with geo-membrane liner, coagulant dosing and primary settling and ponds for filtration. The filtration ponds shall have geo-membrane liner and graded sand as filtration media.
- Excavation shall be done only in the dry season to avoid any disturbances affecting the water quality in the reservoir water.
- Labourers should be provided with adequate quantity of drinking water of potable quality.
- Sufficient and appropriate sanitary facilities should be provided in order to maintain hygienic conditions. Septic tanks followed by soak pits shall be used for disposal of sewage.
- Area for maintenance of vehicles should be so located that contamination of reservoir water or surface water by accidental spillage of oil can be prevented. Such areas shall be provided with an impermeable base and drainage systems which discharge through efficient oil and grease traps.
- Storm water management shall be done by providing adequate drainage facilities.

10.5 Air Environment

- The transporting vehicles shall not be over loaded.
- Repair and maintenance of the roads shall be done as and when required.
- Water sprinklers shall be used to minimize the air borne dust emissions on haul roads and all the haul roads shall be paved with bitumen to prevent any dust generation.
- PUC certified vehicles shall be used for transportation.
- If DG sets are used as source of power or back up, they shall be as per CPCB prescribed standards for emission and stack heights.
- Any waste oil generated shall not be incinerated and will be sold to authorized waste oil recyclers
- The storage and handling of soil, sub-soils, top-soils and materials shall be carefully managed to minimize the risk of windblown material and dust
- Engines and exhaust systems of all vehicle and equipment shall be maintained so that exhaust emissions do not exceed statutory limits and that all vehicles and equipment are maintained in accordance with manufactures' manuals. Periodic monitoring of this shall be undertaken to ensure compliance.

- Ambient air quality with respect to SPM, RPM, SO₂, NO_x, H₂S and CO monitoring shall be continued at appropriate locations.

10.6 Noise and Vibration

- Earth movers and other machinery with low noise levels shall be used. Acoustic barriers and silencers should be used in equipment wherever necessary
- Periodic maintenance of various machinery and transportation vehicles should be undertaken
- Onsite workers should be provided with noise protection devices such as ear plugs/ muffs wherever necessary and their proper usage will be ensured for eardrum protection of the workers.
- Periodic monitoring for the noise levels within the project site and along the outside project boundary shall be undertaken to ensure compliance per CPCB set standards
- De-silting operations shall not be carried out in the night hours.
- Monitor job and location specific noise levels for compliance with HSE regulations by verifying acceptability of noise levels caused by the project activities and comparison with noise criteria
- Feedback from the monitored noise levels at sensitive locations shall be taken to ensure that the impact due to high noise levels is practically minimized

10.7 Biological Environment

The region does not have dense vegetation which requires clearance. The vegetation in the processing location needs to be cleared.

- Many spawning habitats require a specific sediment size and too fine of sediment can end up smothering the eggs and other benthic creatures. Too much sediment deposition can also bury habitats and even physically alter a waterway. Excessive levels of suspended load tend to have negative impacts on aquatic life. Suspended sediment can prevent light from reaching submerged vegetation and clog fish gills. Hence there shall be constant monitoring of the downstream water quality.
- No washing, crushing, screening, stockpiling, or plant operations should occur at or below the streams "average high water elevation," or the dominant discharge. These and similar activities have the potential to release fine sediments into the stream, providing habitat conditions harmful to local fish and benthic flora and fauna.
- Development of green belt with carefully selected plant species is of prime importance due to their capacity to reduce noise and air pollution impacts by attenuation/assimilation and for providing food and habitat for local micro fauna.

10.8 Socio Economic Environment

- Given that the de-silting operations do not require huge quantities of power or water, the only likely impact on infrastructure would be on the roads, for transporting the processed sediments. Considering the high traffic emanating during the

transportation of processed sediments, an effective traffic management scheme should be developed to avoid congestion on the nearby and local roads.

- Local persons will get employment due to the de-silting operations which can compensate the loss of pisci-culture in the reservoir due to the de-silting operations.
- Socio-cultural conflicts between the workforce and local communities can be avoided, if the majority of the operators and workforce are local inhabitants.
- Employing local labour will avoid the requirement of providing onsite accommodation to the workforce.

10.9 Health and Safety

- Proper signage shall be used at mining site as well as the transportation route.
- The movement of heavy equipment should be done with proper precaution to prevent any accidents on the road or at the reservoir site or processing locations.
- Occupational risk should be minimized at the project site through implementation of a full proof safety system.
- Safety training should be provided to all construction workers on operation of equipment. Security should also be extended during non-working hours to ensure there is controlled access to the machinery and equipment.
- The contractors should also be vigilant to detect workers showing symptoms of communicable diseases. All illness and incidents shall be reported and recorded

10.10 Suggested Environmental Monitoring Programme

Sl. No.	Type	No. of Locations	Parameters	Period and Frequency
1.	Ambient Air Quality	8	Criteria Pollutants: SO ₂ , NO ₂ , PM ₁₀ , PM _{2.5} , CO.	Once in a month
2.	Ambient Noise	8	dB (A) levels.	Once in a month
3.	Surface water quality	1	As per IS 10500 potable water standards.	Once in 6 months.

4.	Soil quality	1	Organic matter, C.H., N, Alkalinity, Acidity, heavy metals and trace metal, Alkalinity, Acidity.	Once in 6 months.
5	Reservoir Water Quality	2	pH, Temp, Salinity, TDS, TSS, DO, BOD, Hardness, Alkalinity, Chlorides, Turbidity, Conductivity, Oil and Grease, Heavy Metals	Twice in a month both for upstream and downstream
6	Sediment Quality	1	Organic C, Organic N, heavy metals	Once in 6 months.

10.11 Project Restoration Plan

The plan for restoring the ecological balance of the reservoir after carrying out the desilting operations is depicted in the following section.

- Artificial Floating Islands (AFIs) are vegetated floating platforms which can be used in reservoirs to enhance the aquatic environment. AFIs have four functions: 1) water purification, 2) habitat enhancement, 3) shoreline erosion protection, and 4) improved landscape features.
- A floating island consists of a small buoyant frame on which plants grow which can be put into the reservoir. They can act to remove excess nutrients from the water which will avoid eutrophication. Floating islands can reduce BOD of water by up to 80%. They can also provide habitats for fish and nesting sites for birds. Since they can float, they will not be affected by the changing water levels in reservoirs.

Sl. No	EMP components
1.	Dust suppression
2.	Green belt development
3.	Storage of top soil and catchment area treatment

	Restoration of pisci-culture
5.	Wastewater Management
6.	Storm water Management
7.	Haul road repair and maintenance
8.	Environmental Monitoring Cost
9.	Restoration of reservoir ecological balance after de-silting operations

Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

1. Route map from Mangalam Dam Junction to proposed Yards

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract(PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the Dredging industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the Dredging, in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) Bill of Quantities means the unpriced quantity of materials dredged out
- (d) The Contract is the Contract between the Employer and the Contractor to dredge out sediments from reservoir. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (e) The Contractor is the party whose Bid to carry out dredging has been accepted by the Employer.
- (f) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (g) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (h) Days are calendar days; months are calendar months.
- (i) A Defect is any part of the Dredging not completed in accordance with the Contract.
- (j) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (k) The Defects Liability Period is the period **named in the SCC** pursuant to Sub-Clause 29.1 and calculated from the Completion Date.
- (l) Drawings means the drawings associated with dredging like route map, grids for dredging etc, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance

- with the Contract, contour drawings, level field books, measurement books etc. and others including calculations, post desiltation contour maps and other information provided/ submitted by contractor and approved by the Engineer in charge for the execution of the Contract/ issuance of completion certificate.
- (m) The Employer is the party who employs the Contractor to carry out the Dredging, **as specified in the PCC.**
 - (n) The Engineer-in-Charge is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer-in-Charge) who is responsible for supervising the dredging and administering the Contract.
 - (o) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site for dredging.
 - (p) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; authenticated by bonafide officer.
 - (q) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
 - (r) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
 - (s) Materials are all dredged items.
 - (t) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (u) PCC means Particular Conditions of Contract.
 - (v) The Site is the area **defined as such in the PCC.**
 - (w) 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.
 - (x) Specification means the Specification of the Dredging included in the Contract and any modification or addition made or approved by the Project Manager.

- (y) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (z) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (aa) A Variation is an instruction given by the Engineer-in-Charge which varies the Works.
- (bb) Dredging are what the Contract requires the Contractor to dredge out and turn over to the Employer, **as defined in the PCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendix,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country;
- 4. Engineer-in-Charge Decisions** 4.1 Except where otherwise specifically stated, the Engineer-in-Charge shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation** 5.1 Otherwise **specified in the PCC**, the Engineer-in-Charge may delegate any of his duties and responsibilities to other bonafide employees, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing and authenticated. A notice shall be effective only when it is delivered and acknowledgement received.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Engineer-in-Charge, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

- 8. Personnel and Equipment**
- 8.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Dredging or other personnel and equipment approved by the Engineer-in-Charge. The Engineer-in-Charge shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 8.2 If the Engineer-in-Charge 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 hereinafter has no further connection with the work in the Contract.
- 8.3 If the Employer, Engineer-in-Charge or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 8.2 above.
- 9. Contractor's Risks**
- 9.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Dredging, are Contractor's risks.
- 10. Insurance**
- 10.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Dredging operation;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property .
 - (d) personal injury or death.
- 10.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in-Charge for the Engineer-in-Charge's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 10.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the

premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

11. Site Data

11.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

12. The Works to Be Completed by the Intended Completion Date

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

13. Approval by the Engineer-in-Charge

13.1 The Contractor shall submit schedule, methodology and pattern of dredging to be carried out in the reservoir. Dredging should be carried out to levels pre -determined and shall not be permitted beyond the original bed levels of the reservoir and only the accumulated sediments are to be removed.

14. Safety

14.1 The Contractor shall be responsible for the safety of all activities on the Site.

15. Discoveries

15.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer-in-Charge of such discoveries and carry out the Engineer-in-Charge's instructions for dealing with them. Any material having forensic value should be handed over to the station officer of the nearest police station.

16. Possession of the Site

16.1 The Employer shall give possession of all parts of the Site to the Contractor, but the dredging status should be constantly updated to the Engineer in charge and levels in dredging in no case beyond the limits specified by the Engineer in charge

17. Access to the Site

17.1 The Contractor shall allow the Engineer-in-Charge and any person authorized by the Engineer-in-Charge access to the Site and to any place where dredging Contract is being carried out or is intended to be carried out.

18. Instructions, Inspections and Audits

- 18.1 The Contractor shall carry out all instructions of the Engineer-in-Charge which comply with the applicable laws where the Site is located.
- 18.2 The Contractor shall permit and shall cause its Subcontractors and sub consultants to permit, the Government/Employer and/or persons appointed by the Government/Employer to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Government/Employer if requested by the Employer.

B. Time Control**19. Program**

- 19.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Engineer-in-Charge for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Dredging Operation including **ENVIRONMENT MANAGEMENT PLAN (EMP)**.
- 19.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Dredging, including any changes to the sequence of the activities.
- 19.3 The Contractor shall submit to the Engineer-in-Charge for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Engineer-in-Charge may withhold the Dredged material.
- 19.4 The Engineer-in-Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer-in-Charge again at any time.

20. Extension of the Intended Completion Date

- 20.1 The Employer shall extend the Intended Completion upon approval of empowered committee.

21. Management Meetings

- 21.1 Either the Engineer-in-Charge 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 Dredging and to deal with matters raised in accordance with the

early warning procedure.

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

22. Early Warning 22.1 The Contractor shall warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the dredging activity.

C. Activity Control

23. Identifying Defects 23.1 The Engineer-in-Charge shall check the Contractor's dredging and notify the Contractor of any Defects/hazard to dam and its structure that are found. Such checking shall not affect the Contractor's responsibilities. The contractor will be solely held responsible for any damages occurred to the dam due to desiltation.

24. Correction of Defects 24.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

24.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

25. Uncorrected Defects 25.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

26. Contract Price¹² 26.1 The contract price will be the highest successful bid during bidding.

27. Payments 27.1 Payment shall be made amount in installments in advance by Demand Draft in favour of Executive Engineer, Irrigation division,

Malampuzha, Palakkad. The first installment should be remitted on the 90th day of signing the agreement, ie., on the date of commencement of work.

Quoted bid amount to be paid in 5% (3rd month), 5% (6th month), 10% (9th month), 10% (12th month), 10% (15th month), 15% (18th month), 15% (21th month), 15% (24th month), 5% (27th month), 5% (30th month), 5% (33rd month). The applicable GST and other relevant taxes if any should be paid along with the installments. Removal of silt for the successive quarters shall be permitted only on full remittance of previous quarters if any, and the full installment of the next quarter.

28. Tax

1. GST Shall be paid extra as applicable under GST Act. The rates quoted by the bidders shall be considered for evaluation purpose. In case, GST rates claimed during billing are higher than the prevailing rates, the prevailing rate as per GST Act shall be considered.
2. Statutory variation, if any declared by the Govt. would be considered for GST only while executing the contract. If there is any increase/decrease in the G.S.T. rates, that should be applicable/considered for payment purpose. However, if any, new Tax, Duties, Levies etc. are imposed/ introduced subsequently by the Government/Statutory Authority that shall be fully on the bidder's account and that will be borne by the bidder. Employer will not bear any extra cost for it.
3. The Contractor shall be entirely responsible for payment of all taxes, duties, license fees, royalties, senerage charges and other such levies legally payable/incurred.

If it is statutory requirement to make deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be made by the Employer and a certificate for the same shall be issued to the Contractor.

4. The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source of the contractor shall be made by the Employer.

- 29. Currencies** 29.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 30. Advance Payment** 30.1 A reimbursable interest free amount shall be remitted by the successful bidder at the time of signing the contract, as **specified in the PCC**. Payment of desilted proceeds to be made in advance.
- 31. Securities** 31.1 The Performance Guarantee shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Guarantee shall be valid until one year from the date of issue of the Certificate of Completion.

E. Finishing the Contract

- 32. Completion** 32.1 The Contractor shall request the Engineer-in-Charge to issue a Certificate of Completion of the Works, and the Engineer-in-Charge shall do so upon deciding that the whole of the Works is completed, and to the satisfaction of agreement signing authority. The contractor shall submit the post desiltation contour drawings (asbuilt drawings) which is mandatory for the issuance of virtual completion certificate.

33. Termination

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 33.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops dredging for 120 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer-in-Charge;
 - (b) the Engineer-in-Charge instructs the Contractor to delay the progress of the Dredging, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation .
 - (d) the Engineer-in-Charge 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 Engineer-in-Charge;
 - (e) the Contractor does not maintain a Security, which is required;
 - (f) the Contractor has delayed the completion of the Dredging by the number of days as **defined in the PCC**; or
 - (g) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
 - (h) Upon default of 120 days of an agreed payment, the contract will be liable to be terminated, after offering an opportunity for reply. If the successful bidders default on payment, an interest @ 12% per annum will be chargeable for each day of default and shall be adjustable against the performance guarantee.
- 33.3 When either party to the Contract gives notice of a breach of Contract to the Engineer-in-Charge for a cause other than those listed under GCC Sub-Clause 33.2 above, the Engineer-in-Charge shall decide whether the breach is fundamental or not.
- 33.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.5 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, preferably within a fortnight.

34. Payment upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done and security amount will stand forfeited. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

35. Property

35.1 All dredged Materials on the Site, shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

Section VIII. Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The registered owner of the Mangalam reservoir is: Government of Kerala
GCC 1.1 (m)	The Employer is <i>[The Superintending Engineer, Siruvani Project Circle, Vadakkanthara P O, Chunnambuthara, Palakkad, Kerala, India]</i> .
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be <i>36months</i> <i>[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]</i>
GCC 1.1 (n)	The Engineer-in-Charge is <i>Executive Engineer, Irrigation division, Malampuzha, Palakkad, Kerala, India</i>
GCC 1.1 (v)	The Site is located at <i>Vandaazhi village in Alathur Taluk , Palakkad, Kerala, India</i> and is defined in drawings No. <i>[insert numbers]</i>
GCC 1.1 (y)	The Start Date shall be <i>[insert date]</i> .
GCC 1.1 (bb)	The Works consist of desiltation of Mangalam reservoir by dry excavation and wet excavation and other allied works related to desiltation as in Section VI Work requirements
GCC 2.3(i)	The following documents also form part of the Contract: <i>Details of insurance of contracting person and employer, machinery etc.</i>
GCC 3.1	The language of the contract is <i>English</i> The law that applies to the Contract is the law of <i>India</i> .
GCC 5.1	The Engineer-in-Charge <i>[may]</i> delegate any of his duties and responsibilities.
GCC 10.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>[minimum cover for insurance- Bid amount, Maximum deductible for Insurance- 2% of minimum cover]</i> . (b) For loss or damage to Equipment: <i>[minimum cover for insurance- 10%</i>

	<p><i>Bid amount, Maximum deductible for Insurance- 2% of minimum cover].</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract [<i>minimum cover for insurance- 1% Bid amount, Maximum deductible for Insurance- 2% of minimum cover].</i></p> <p>(d) for personal injury or death:</p> <p>(i) Of other people: [<i>INR 5 lakhs per person per occurrence with minimum four occurrence at any given time</i>]</p> <p>(ii) of the Contractor’s employees: [<i>In accordance with the statutory requirements applicable to India (work charge insurance)</i>]</p>
GCC 11.1	Site Data are: [<i>list Site Data</i>] Data to be supplemented from Basic Tax Register (BTR) from concerned village office, ie. Vandazhy village.
GCC 16.1	The Site Possession Date(s) shall be: 10 days from the date of agreement
GCC 33.1	<p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.”</p> <p>The place of jurisdiction shall be: <i>Palakkad District, Kerala State, India</i></p>
B. Time Control	
GCC 19.1	The Contractor shall submit for approval a Program for the Works within 18 working days from the date of the Letter of Acceptance.
GCC 19.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is - <i>Rs 5000/- to be paid in Treasury Chelan for each day of delay in the submission of updated program.</i></p>
C. Quality Control	
GCC 24.1	The Defects Liability Period is: <i>one year.</i>
D. Cost Control	
GCC 29.1	The currency of the Employer’s country is: <i>Indian National Rupees (INR)</i>
GCC 30.1	The proportion of payments retained is: <i>reimbursable interest free amount of</i>

	<i>2 % of the quoted value subject to a minimum of INR 25 lakhs. The payments for desilted proceeds should be made in advance on or before 8th calendar day of respective months.</i>
GCC 31.1	<p>The Performance Guarantee amount is :</p> <p><i>[5% of the quoted value in which at least fifty percentage of the amount will be in the form of Treasury Fixed Deposit and the rest in the form of an unconditional bank guarantee, valid for 48 months, at the time of execution of agreement in the form given in Section X Contract Forms. Bank Guarantee shall be valid for one year after the completion of the desiltation work in approved format in accordance with the conditions of contract].</i></p> <p><i>[A Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms).</i></p>
E. Finishing the Contract	
GCC 32.1	The amount to be withheld for failing to produce “as built” drawings within the period of virtual date of completion is <i>INR ONE LAKH</i> .
GCC 33.2(f)	The maximum number of days is: <i>[Can be assessed only after 20 months of commencement of the work].</i> <i>(For extension beyond completion date if arises)</i>
GCC 34.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>Performance guarantee amount</i> .

Section IX –Special Conditions of Contract

Special Conditions of Contract

<p>1. Scope, Extent, Intent</p>	<p>1.1 Scope: The general character and the scope of the Dredging shall be as illustrated and defined in the Drawings, Specifications, other Contract Documents.</p> <p>1.2 The envisaged quantity of silt is 2.95 Mm³ in the Mangalam reservoir is only provisional.</p> <p>1.3 The area of desiltation will be at an offset of 200m from the body of the dam (earth and masonry).</p> <p>1.4 The desilted proceeds can be removed only upto original contour level at the time of impounding reservoir. (figure attached).</p> <p>1.5 The bidder is empowered to remove only the accumulated sediments (and not hard strata).</p> <p>1.6 The quantity of sediments removed is ‘AS IS WHERE IS’ condition and the employer is not legally bound to assure the quantity of sediments as envisaged above.</p> <p>1.7 The bid amount is for the sediments to be removed and disposed off by the bidder for the envisaged quantity ie. 2.95Mm³. Decision pertaining to the variation if any that had occurred to the envisaged quantity of sediments, the same will be left to the Empowered Committee and the decision of the Empowered Committee regarding the variation of quantity of sediments and its payment to be effected shall be totally binding upon the bidder.</p> <p>1.8 Extent: The Contractor shall carry out and complete the dredging under the Contract in every respect, and his work shall include the supply of all labour, equipment, plant and machinery, tools, transportation, and everything else necessary for the proper execution and completion of the dredging in accordance with the Contract Documents and to the satisfaction of the Engineer-in charge. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.</p> <p>1.9 Intent: The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all.</p>
<p>2. Site</p>	<p>2.1 Contractor to satisfy himself about site conditions: The</p>

	<p>Contractor ensures that before submitting bids for the dredging the Contractor has visited the Site and satisfied himself about the Site conditions for dredging and for logistics and smooth flow of workmen and materials as well as permission from Authorities for this purpose. The Contractor has examined the Site and taken note of character of the soil and of the excavations, the information of the Work, and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation and progress, and completion of the dredging. Any extra claims or extension of time made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.</p> <p>2.2 The irrigation department possesses 1.5 acres of land in 2 plots (100+50 cents) in two separate locations which will be permitted to be used by the successful bidder on lease. Additional lands required for processing, transport and storing the desilted proceeds shall be secured by the contractor on his own cost. The contractor shall obey the decisions taken by the District Monitoring Committee, if any issues related to rehabilitation arises during desiltation process</p> <p>2.3 Access to site by the contractor: The access to the Site will be shown immediately on award of the Contract to the Contractor and the Site shall be shared with other Contractors and Sub-Contractors as applicable. The Contractor shall upon being given such access commence the Work and diligently proceed with the execution of the dredging in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a license for carrying out the dredging under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right on land</p> <p>2.4 Treasures, Antiquities found are property of Employer: All fossils, antiquities and other objects of interest or value, which may be found on the Site at the commencement or during the progress of the Work, shall be the property of the Employer. The Contractor shall carefully take out and preserve all such fossils, antiquities and objects and shall immediately deliver the same in their discovered state into the possession of the Employer.</p> <p>2.5 The Department does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the Contractor shall get acquainted with</p>
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	<p>the available means of approaches to the proposed site and quote for the various items. The Department shall not be liable for any claim raised later on the plea of non-availability or non-access to the site.</p>
3. Nature of Contract	3.1 Nature of contract is Turnkey method.
4. Notices, Fees, Byelaws, Regulations etc.	<p>4.1 The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, dredging, fabrication and installation activities are concerned, and he shall obtain from the Central and/ or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, base camp, stores and other temporary structures in connection with the dredging, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law there under. The Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall effect the payment of all such fees and charges and these additional payments are over and above the quoted bid price.</p> <p>4.2 The contractor is bound to follow relevant Kerala State Government orders, circulars, Kerala PWD Manuals etc prevailing at the time of contract connected to the execution of the work under the contract even though specific reference to these are not provided elsewhere in the contract conditions.</p>
5. Licenses and permits	5.1 The Contractor shall directly obtain all licenses and permits for the equipments under Government control, and those required to be obtained by the Contractor for the execution of the dredging. The Contract Price shall exclude all transportation charges and the other expenses that may incurred in this connection.
6. Contract Documents	<p>6.1 The following documents shall constitute the Contract documents:</p> <ul style="list-style-type: none"> a. Articles of Agreement, b. Notice Inviting Tender c. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of Contract incorporated in the Tender document issued to the Bidder and/or the Bid submitted by the

	<p>Bidder,</p> <p>d. Conditions of Contract, including general terms and conditions, instructions to Bidders, additional terms and conditions, technical terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement,</p> <p>e. Specifications, where it is part of Tender Documents,</p> <p>f. Scope of dredging/Bills of quantities/schedule of works/quantities and</p> <p>g. Contract Drawings and finalized work programme.</p>
	<p>6.2 After acceptance of Tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Agreement Authority in writing in order that such doubt may be removed. The Agreement Authority will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Employer or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.</p>
	<p>6.3 The Contractor shall enter into a Contract Agreement with the Agreement Authority within 28 (twenty -eight) working days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Employer. The date of dispatch of Letter of Acceptance by registered post shall be the date of Acceptance of Tender. The Performance Guarantee, for the proper fulfillment of the Contract shall be furnished by the contractor in the prescribed form within 28 (twenty-eight) days of 'Acceptance of Tender'. In addition to the Performance Guarantee, an interest free amount of 2% of the quoted value or INR 25 lakhs whichever is higher is to be deposited to the designated account specified by the bidding authority,</p>
	<p>6.4 The agreement, unless otherwise agreed to, shall be signed within 28(twenty -eight) working days from the date of Acceptance of Tender, at the office of the Agreement Authority on a date and time to be mutually agreed. The Contractor shall provide required details for signing of the contract like performance guarantee in copies as required,</p>

	<p>appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time as specified in clause 38 of Instruction to the Bidders, the bid security/ EMD submitted with the tender will have to be extended accordingly.</p>
	<p>6.5 After the signing of the agreement with the Agreement Authority and the Contractor, two certified copies of the agreement are to be made. Original shall be kept with the Agreement authority and the Contractor shall be provided with one certified copy and the other certified copy shall be kept with the Engineer-in Charge. None of these documents shall be used for any purpose other than this Contract and the Contractor shall ensure that all persons employed for this Contract strictly adhere to this.</p>
	<p>6.6 The laws applicable to this Contract shall be the laws in force in India.</p>
<p>7. Assignment and subletting of Contract</p>	<p>7.1 The Contractor shall not assign this Contract. The Contractor shall not sub-let the Contract or any part thereof other than for transportation of dredged materials, for minor works or any special type of works for which makes are identified in the Contract or as approved by the Engineer-in charge. Suppliers of the equipment not identified in the Contract or any change in the identified supplier shall be subject to approval by the Engineer. The experience list of such equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Such assignment /sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above without prior written approval of Engineer-in charge shall be void.</p>
<p>8. Patent rights and Royalties</p>	<p>8.1 Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the dredging shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at</p>

	<p>the cost and expense of the Contractor who shall also satisfy/comply any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications.</p>
<p>9. Variation in Quantity</p>	<p>9.1 The Employer/ Engineer -in charge reserves the right to vary the quantities of items or groups of items to be dredged as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. At any stage if the engineer-in-charge assesses that the quantity of the silt removed is in excess of the payment effected, the bidder is bound to effect payment for the excess quantity above the payment effected for the commensurate quantity removed, within five days from the notice of the employer under the recommendation of the engineer-in-charge.</p>
<p>10. Insurance</p>	<p>10.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to any structure due to desilting operation (b) loss of or damage to Equipment; (c) loss of or damage to property in connection with the Contract; and (d) workman compensation policy to cover personal injury or death. <p>10.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for the Employer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>10.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p>

	<p>10.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.</p> <p>10.5 Both parties shall comply with any conditions of the insurance policies.</p> <p>10.6 Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable. The Contractor shall provide to the Engineer-in-Charge all policies of insurance in original. These policies shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract or completion of defects liability period and any extensions thereof. The Contractor shall obtain similar policies from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Employer and Engineer-in-charge resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify and keep indemnified the Employer and Engineer-in-charge including their employees, officers, servants, agents and any other person moving in the premises, accordingly.</p> <p>10.7 Unlimited liability: In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Employer and Engineer-in-Charge including their employees, officers, servants, agents and any other person moving in the premises harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or his employees or any of his Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.</p> <p>10.8 All insurance claims, payable by the insurers, shall be paid to the Employer which shall be released to the Contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.</p>
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11. Liability for accidents and damages	11.1 Under the Contract, the Contractor shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the Contract.
12. Time of Completion	12.1 Time: “the essence of the contract”: The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of handing over the site to the Contractor. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a working plan with time schedule keeping in view the completion period stipulated for specific portions of the dredging and also the overall completion time and submit the same for the approval of the Tendering Authority after the receipt of letter of acceptance or selection notice. The approved work programme shall be made as part of the contract agreement. The Contractor shall comply with this time schedule. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.
	12.2 Commencement Period: The Date of commencement will be the date of site handover or the 10th day after agreement whichever is earlier. The Milestone dates shall be those specified in the Contract Data or as mutually discussed and agreed.
	12.3 The contractor has to take over charge of the site by signing the acknowledgement form and commence the work within 10 days from the date of execution of agreement.
	12.4 If the site is not taken over by the contractor by signing the acknowledgement form, Engineer will forward the filled up form by registered/speed post, recording the date of taking over as the tenth day from the date of execution of agreement unless otherwise decided.
	12.5 The contractor has to resubmit the acknowledgement form duly signed within three working days of receipt and commence the works.
	12.6 Unless otherwise decided by the agreement authority, it shall be deemed that the contractor has taken over charge of the site on the tenth day from the date of agreement irrespective of whether he has received the acknowledgement by post or has resubmitted it with his signature. The work will be terminated at his risk and cost if the contractor does not resubmit the acknowledgement form and commence the work.

	12.7 Recovery towards risk and cost will be made from the performance guarantee, if the contractor does not turn up to take charge of the site within the time prescribed mentioned he shall be demoted to a lower category as per the rules for registration of contractors.
	12.8 The works shall be carried out in accordance with the programme submitted by the contractor and agreed to by the Agreement Authority at the time of executing agreement and updated subsequently with the approval of the Agreement Authority.
13. Liquidated Damages (LD)	13.1 If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation/ Liquidated damages @ 1(one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the contract value. This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.
	13.2 The Employer, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion In the event of extension granted being with Liquidated Damages, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to @ 1(one) percent of the contract price per week of delay or part thereof.
	13.3 If the contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion, the Agreement Authority may release the already levied liquidated damages at his sole discretion.
	13.4 The Agreement Authority, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled,

	without prejudice to any other right, or remedy available in that behalf, to terminate the contract.
	13.5 The Agreement Authority, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
	13.6 In the event of such termination of the contract as described in clauses 13.4 and 13.5 or both, the Employer, shall be entitled to recover Liquidated Damages up to ten percent (10%) of the contract value and forfeit the performance guarantee or Performance Guarantee Deposit made by the Contractor to make good the losses besides getting the work completed by other means at the risk and cost of the Contractor.
	13.7 The Employer may waive the payment of compensation in the case of contracts where milestones are fixed, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.
	13.8 If the Contractor fails to complete the work and the Agreement is cancelled, the amount due to Government on account of work executed by him, if payable, shall be paid to Government as per the provisions of the Contract.
	13.9 Any delay in finalization of mutual agreement in regard to any of the Contractor's claim against any act of omission on the part of the Employer or his authorized agents should not result in any work stoppage /further delay on the part of the Contractor.
14. Extension of Time of Completion	14.1 On happening of any events causing delay as stated hereinafter, the Contractor shall intimate immediately in writing to the Engineer-in-charge
	14.2 The Contractor may request the Agreement Authority in writing for extension of time within 14(fourteen) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Agreement Authority may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor in writing by the Agreement Authority through the Engineer-in-charge within one month of the date of receipt of such request. The Contractor

	<p>shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge. Related entries in the hindrance register shall also to be submitted along with the request for extension.</p>
	<p>14.3 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor to the Employer or the both. The extension will have to be by both parties agreement, expressed or implied.</p>
	<p>14.4 In case the Contractor does not apply for grant of extension of time within 07 (Seven) days of hindrance occurring in execution of the work and the Employer wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Employer's right to levy compensation under the relevant clause of Contract.</p>

<p>15. Termination, Suspension, Cancellation & Foreclosure of Contract</p>	<p>15.1 The Agreement Authority shall, in addition to other remedial steps to be taken as provided in the conditions of Contract, be entitled to cancel the Contract in full or in part, if the Contractor</p> <ul style="list-style-type: none"> a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in charge, then on the expiry of the period as specified in the notice, or b. commits default/breach in complying with any of the terms and conditions of the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Agreement Authority, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, or d. shall offer or give or agree to give any person in the service of the Employer or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other Contract for the Employer, or e. shall try to obtain a Contract from the Employer by way of ring Tendering or other non-bonafide method of competitive Tendering, or f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Agreement Authority. The Agreement Authority may by giving a written notice, cancel such transfers or sublets or assignment.
	<p>15.2 The Agreement Authority shall in such an event give thirty (30) days notice in writing to the Contractor informing his decision to do so.</p>

	<p>15.3 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-Contracting or dredging activity related to the work terminated, and assist the Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.</p>
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	<p>15.4 The Contract shall stand terminated under the following circumstances unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract and the Employer shall in any way not be liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the termination of the Contract.:</p> <ul style="list-style-type: none">a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.b. In the case of the Contractor being a employer, its affairs are under liquidation either by a resolution passed by the employer or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the Employer, if any.c. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21(twenty-one) days.d. On the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Agreement Authority is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are not capable of carrying out and completing the Contract. The decision of the Agreement Authority in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
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	<p>e. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are not capable of carrying out and completing the Contract the Employer shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract, instead performance guarantee stands forfeited.</p>
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	<p>15.5 On cancellation or on termination of the Contract, the Engineer-in-charge shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.</p> <p>a. to carry out the incomplete work by any means at the risk of the defaulted Contractor</p> <p>b. to determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Employer after giving credit for the value of the work executed by the Contractor up to the time of termination/cancellation less on account payments made till date and value of Contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.</p> <p>c. to recover the amount determined as above, if any, from any moneys due to the Contractor or any account or under any other Contract and in the event of any shortfall, the Contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Employer shall not however arise in the case of termination of the Contract for death/ demise of the Contractor.</p> <p>d. The inventory of up to date work and balance stores at site, plant/machineries, equipments and any other property of contractor utilised for the work shall be taken on charge by the Department after combined survey with the Contractor or his authorised representative. If Contractor or his authorised representative is not appearing for combined survey after one week of giving notice, inventory shall be prepared by the Department in his absence and the Contractor is bound to accept the same.</p> <p>e. During the currency of execution of work, contractor shall not remove his resources without prior permission of Engineer-in charge.</p> <p>f. Additionally, the Employer will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.</p>
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	<p>15.6 Suspension of work - The Employer shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Agreement Authority equal to the period of such suspension plus an additional time period of 25% of the suspension period or 30 days whichever is less. The Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his sub-Contractor. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the Security Deposit and other dues of this work or any other work done shall be forfeited and brought under the absolute disposal of the Employer provided, that the amount so forfeited shall not exceed 10% of the contract price.</p>
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	<p>15.7 Foreclosure of Contract in full or in part - If at any time after acceptance of the Bid, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever the Employer, through its Engineer-in-charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work,</p> <p>a. The Contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.</p> <p>b. If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15(fifteen) days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable. The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works shall be 20 percent.</p>
<p>16. No Waiver of Rights</p>	<p>16.1 Neither the inspection by the Employer or the Engineer or Engineer's Representatives or any of their officials, employees or agents nor any order by the Employer or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the Employer or the Engineer, nor any extension of time, nor any possession taken by the Engineer, inspection by Chief Technical Examiner (CTE) or his authorized representatives and mandatory waiting period for in section by CTE wing etc shall not operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach</p>
<p>17. Grafts and</p>	<p>17.1 Any graft, commission, gift or advantage given, promised or</p>

Commissions	offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Employer or his representative resulting from any cancellation. The Employer/Engineer shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Contractor under the Contract.
18. Language and Measures	18.1 All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the Contract. Measurements, quantities, prices or rates and amounts shall have two digit precision.
19. Release of Information	19.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Employer.
20. Completion of Contract	20.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defects Liability Period as provided for under the Clause 29.1
21. Enforcement of Terms	21.1 The failure of either party to enforce at any time of the provisions of this Contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.
22. Engineer's Decision	22.1 In respect of all matters which are left to the decision of the Engineer including the granting or with holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
	22.2 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of

	<p>the Contract, the Contractor may file with the Engineer within 15(fifteen) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.</p>
	<p>22.3 The Engineer's decision and the filling of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.</p>
<p>23. Co-operation with other Contractors, Consultants & Engineers</p>	<p>23.1 The Contractor shall co-operate with the Employer's other Contractors Consultants and consulting Engineers, if employed in the site, and freely exchange with them such technical information as is necessary for the satisfactory execution of works.</p>
<p>24. Variations or Additions</p>	<p>24.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as "Variation") under the Contract as detailed in the Contract documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the Contract documents. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer there of in writing and the Engineer shall decide forthwith, whether or not the same shall be carried out and if the Engineer confirm his instructions, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.</p>
	<p>24.2 In the event of the Engineer requiring any variation, such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly, within a reasonable period as decided by Engineer in charge.</p>
	<p>24.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the</p>

	<p>altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payments, the Contractor shall immediately and in no case later than ten (10) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations.</p>
	<p>24.4 If any variation in the works, results in reduction of Contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.</p>
	<p>24.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.</p>
	<p>24.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract, to vary the quantities of the items or groups of items. The Contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the Contract documents. However, the Contract price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.</p>
<p>25. Virtual Completion of Works</p>	<p>25.1 The Contractor shall complete the Works by the intended date of completion. In case Extension of Time has been granted, the extended date of completion shall be considered. The Works shall be considered as Virtually Complete only upon satisfactory correction of all defects notified by the Engineer, and only after the Work has been completed in every respect in conformity with the Contract Documents</p> <p>25.2 Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Engineer-in-Charge the keys to all locks, all operation and maintenance manuals for systems and services, material reconciliation statements, warranties, as built drawings, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the Work complete with all systems and services.</p> <p>35.43 It is clarified that all materials whether Employer supplied or not shall be procured by the contractor at his own cost for</p>

	<p>carrying out correction work. No charges shall be paid on this account.</p>
<p>26. Programme Chart / Milestone</p>	<p>26.1 The Contractor should strictly adhere to the agreed milestones, if any for the work. If the milestones are not achieved by the Contractor. Extension of time for any milestone if allowed has to be obtained in writing from the Agreement Authority well in advance of completion dates. If the work is stopped continuously for a period of 120 days the contractors PERFORMANCE GUARANTEE WILL BE FORTIFIED and work terminated at the risk and cost of the bidder. For intermittent stoppages for a period exceeding each bunch of 7 days including holidays, not substantiated by employer, 1/12th of the performance guarantee will stand deducted for the stopped working bunch.</p>
<p>27. Penalty fine for non-compliance of safety codes & labour laws</p>	<p>27.1 If the Engineer -in-Charge notifies the Contractor of non-compliance with safety codes and the labour laws etc. Contractor shall immediately if so directed or in any event not more than 24 (twenty four) hours after receipt of such notice, make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance.</p> <p>27.2 If the Contractor fails to do so, the Engineer-in-Charge shall levy a fine of Rs.500 (Rupees five hundred only) per head per day of the total number of labourers employed on that particular day at site for not complying with safety codes & labour laws etc.</p>
<p>28. Guarantees</p>	<p>28.1 The Contractor understands and agrees that the Engineer-in-Charge is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that :-</p> <ol style="list-style-type: none"> a. The Contractor shall perform the dredging in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, dredging and dredging-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances. b. The Contractor is and will be responsible to the Engineer-in-Charge for the acts and omissions of his Sub-

	<p>Contractors and their respective employees, agents and invitees and all the persons performing any of the Work on behalf of the Contractor.</p> <p>c. Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and his Sub-Contractors for Defects Liability Period from the date of issue of the Virtual Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise, shall be the extent of length of such guarantee periods.</p> <p>28.2 The Contractor represents, warrants and guarantees to Engineer, inter alias that:</p> <p>a. The execution of the Work shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.</p> <p>b. The Work shall comply with the Specifications, Drawings, and other Contract Documents and that quality standards as per the PWD Quality Control Manual shall be maintained.</p> <p>c. The Work shall, for Defect Liability Period from the date of issue of the Virtual Completion Certificate, be free from all defects and the Work shall be of structural soundness, durability, ease of maintenance, weather tightness etc.</p> <p>d. The Work performed for the Engineer-in-Charge shall be free from all liens, charges, claims of whatsoever nature from any party other than the Engineer-in-Charge.</p> <p>28.3 Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in</p>
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	<p>accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.</p> <p>28.4 All guarantees required under the Contract shall be in the format approved by the Engineer-in-Charge and submitted to the Engineer-in-Charge by the Contractor when requesting certification of the final bill.</p>
29. Defects Liability	<p>29.1 The Defect Liability Period shall be for a period of one year from the date of completion of work.</p>
30. Final Completion of Work	<p>30.1 The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects and hand over the Work in accordance with clause above, to the satisfaction of the Engineer-in-Charge, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Agreement Authority has certified in writing that the Works are finally complete. Such Final Completion in respect of those parts of the Work, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.</p>
31. Taking over of the works	<p>31.1 The Contractor shall be responsible to maintain all his works till completion of the Defects Liability Period and to handover the work to the Engineer in charge. In this regards the works would be jointly inspected by a team comprising of representatives of Contractor and the Engineer-in-Charge, for noting any discrepancy, defect, shortcomings. Within the time period specified by the Engineer -in-Charge the Contractor shall rectify, correct or replace the defective works so noted during the joint inspection, at his own cost to the satisfaction of the Engineer-in-Charge. On acceptance of the Contractor's work, the contractor shall prepare the inventory of his works, and hand over the Work & the inventory to the Engineer-in-charge.</p> <p>31.2 During carrying out the rectification, correction or replacement works as mentioned above the Contractor shall take all necessary precautions to safeguard the existing</p>

	<p>finishing and works of other Vendors against any damage. In case the works of other Vendors are damaged by the Contractor while undertaking the rectification / replacement work, the Contractor shall rectify / replace the works so damaged at his own cost to the satisfaction of the Engineer-in-Charge.</p> <p>31.3 On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Engineer -in-Charge shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor’s cost. All such costs including any incidentals thereof incurred by the Engineer-in-Charge shall be recovered from the Contractor’s payments or from any amounts due to the Contractor.</p> <p>31.4 Subject to clause 25.1 of this section, upon the issue of virtual completion certificate, the Engineer may take over the completed work for intended use. Such taking over of the works prior to completion of the Defects Liability Period by the Engineer shall not discharge the contractor of his responsibilities for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period.</p>
<p>32. Sanitary Convenience</p>	<p>32.1 The Contractor shall at his expense provide and erect with prior permission and details to the Engineer-in-Charge all necessary sanitary conveniences including septic tank and soak pits at the Site for the staff and all workmen of his own, his Sub-Contractors, Engineer and Engineer’s Representatives. The sanitary conveniences shall be strategically located around the Site to provide ready access to all site operatives and employees. The Contractor shall maintain such convenience in a clean, hygienic, orderly condition and shall clean, disinfect and deodorize the ground after their removal, and meet all statutory requirements.</p>
<p>33. Temporary Roads</p>	<p>33.1 The Contractor shall at his cost construct and maintain temporary roads/access ways to suit Site requirements at locations mutually agreed with the Engineer-in-Charge. Such roads/access ways will also be used by other Contractors/vendors/Officials working at the Site.</p>

34. Safety Equipment & Personnel	<p>34.1 The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Work management team, his own staff, staff of its sub-contractors and Engineer, Engineer's Representative. The Contractor shall make available at all times when work is being undertaken, a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel.</p>
35. Temporary Lighting	<p>35.1 The Contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where adequate visibility is not there or at night works and also provide general lighting of site as a whole in a proper safe and satisfactory manner.</p>
36. Electricity, Fuel and Water Supply	<p>36.1 The Contractor shall bear the energy cost necessary for dredging equipment, pumps and other equipment at applicable rates. The Contractor shall take care of the installation of any power supply meter and equipment including other official formalities pertaining to power installation.</p> <p>36.2 The Contractor shall bear the potable water supply cost at applicable rates. The Contractor shall take care of all necessary installation and extension of water lines and water storage tanks for this purpose. Contractor shall make any alternative source of energy and water. And any failure on supply shall not permit contractor for any claim.</p> <p>36.3 The Contractor shall arrange all necessary consumables, e.g. fuel, oil etc., necessary for the execution of the work.</p>
37. Stability and Safety	<p>37.1 While carrying out silt removal and dumping operations, the stability of the slopes (including banks of the reservoir) shall be observed for any unsafe conditions and all safety criteria shall be followed with utmost care. In case of necessity and as required by the Engineer, protection work shall be carried out by the Contractor at his expense.</p> <p>37.2 Any additional works, required by the Engineer, such as bank protection, etc., directly or indirectly cause due to desiltation works or any extra constructions for protecting the irrigation properties pertaining to works due to desiltation should be borne by the contractor.</p>
38. Protection of Environment	<p>38.1 The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable</p>

	<p>environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Work. The Contractor shall ensure inter-alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Engineer-in-Charge in this regard as stipulated in the environment plan.</p>
39. First Aid Facilities	39.1 The Contractor shall provide adequate first aid facilities at site.
40. Labour regulations	40.1 The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act -1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time.
41. Drawings, levels, specifications, interpretations	41.1 The contractor has to provide initial levels and drawings related to desiltation works before the commencement of dredging, provide levels of reservoir area minimum six times to establish reduced levels Pre and Post monsoon and its related drawings, and final levels and its related drawings after the completion of desiltation. The details of calculations regarding the quantity of silt removed should be attached pertaining to the given levels in the drawings. The drawings as well as the calculations should be approved by the Technical Committee. The contractor shall submit the post desiltation contour drawings (as built drawings) which is mandatory for the issuance of virtual completion certificate, which is to be recommended by the Engineer-in-charge and should be approved by the Technical Committee.
42. Overtime work	42.1 If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of the Engineer-in-Charge in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work (except supervision expenses incurred by the Employer) shall be borne by the Contractor.

<p>43. Cleaning of Works and Clearing of Site</p>	<p>43.1 Just prior to the Virtual Completion of the Work, or whenever so directed by the Engineer-in-Charge, the Contractor shall carry out all the work necessary to ensure that the silt deposited areas and areas related to desiltation works are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Engineer in charge/ authorize representative, so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Engineer-in-Charge and the Employer.</p> <p>43.2 Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the silt deposited and areas related to desiltation all around site as directed and required, then the Engineer-in-Charge, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the Employer / Engineer-in-Charge from any money that may be payable or that may become payable to the Contractor.</p>
<p>44. Arbitration</p>	<p>No arbitration is allowed for this contract.</p>

Section X - Contract Forms

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

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Invitation for Bids	Error! Bookmark not defined.

Preliminary Agreement

(To be executed on Stamp Paper worth Rs.500/-)

Preliminary Agreement entered into on this
 day of Two thousand and
 between(Tender
 Inviting Authority) for and on behalf of the Governor of Kerala (hereinafter called for the
 Government) of the one part and
 Sri.....

 (here enter full name and address of the Bidder)
 hereinafter called the Bidder of the other part for the execution of the agreement as
 well as for the execution of the work

WHEREAS the Government invited tenders for the work of as

..... (here
 enter name of the work) by Notification No.....Dated
 in the

AND WHEREAS Clause 39 of Instruction to Bidders (ITB) attached to the bidding document stated as follows.

Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Guarantee for an amount equal to 5% of the quoted value, shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the specified form. If he fails to do this or in the case of PWD contract maintain a specified rate of progress (to specified in each case the tender documents), Performance Guarantee shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from him as arrears of revenue, but should it be a

saving to Government, the original Bidder shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the Bidder on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

In addition, a reimbursable interest free amount of 2% of the quoted value subject to a minimum of INR 25 lakhs shall be remitted by the successful bidder at the time of signing the contract, which is mandatory.

NOW THERE FORE IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

1. The terms and conditions for the said contract having been stipulated in the said tender form to which the Bidder has agreed a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.
 2. The Bidder hereby agreed and undertakes to perform and fulfill all the operations and obligations connected with the execution of the said contract work “.....” (hereinafter the name of the work) if awarded in favour of the Bidder.)
1. If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in the bid documents, within the period stipulated then the Government may re-arrange the work and may result in the forfeiture of the bid security pursuant to clause 39.3 of ITB.
 2. The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

IN WITNESS THEREOF SRI.....

..... (here enter the name of the officers of the Department) for on behalf of the Governor of Kerala State and

..... the Bidder have set their hand on the day and year first above written Signed by Sri.....(officer / Officers of Irrigation Department)

In the presence of witnesses:

- 1.
- 2.

Signed and delivered by(Bidder) in the presence of witnesses:

- 1.
- 2.

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated . . . *[insert date]* . . . for execution of the
[insert name of the contract and identification number, as given in the PCC] for the
Accepted Contract Amount of *[insert amount in numbers and words and name of
currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby
accepted by our Agency.

You are requested to furnish the Performance Guarantee, in addition to a reimbursable
interest free amount of 2 % of the quoted value subject to a minimum of INR 25 lakhs,
within 28 days in accordance with the Conditions of Contract, using for that purpose the of
the Performance Guarantee Form included in Section X. Contract Forms, of the Bidding
Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
[*name of the Employer*]. (hereinafter “the Employer”), of the one part, and [*name
of the Contractor*].(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as[*name of the Contract*]. . . .
.should be executed by the Contractor, and has accepted a Bid by the Contractor for the
execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement. This Agreement shall prevail over all other Contract documents.

- (i) the Letter of Acceptance
- (ii) the Letter of Bid
- (iii) the addenda Nos _____(if any)
- (iv) the Particular Conditions
- (v) the General Conditions of Contract, including appendix;
- (vi) the Special Conditions of Contract
- (vii) the Specification
- (viii) the Drawings
- (ix) Bill of Quantities; and
- (x) any other document **listed in the PCC** as forming part of the Contract,

3. In consideration of the payments to be made by the Contractor to the Employer as
specified in this Agreement, the Contractor hereby covenants with the Employer to execute
the Works of Desilting of Mangalam reservoir and to remedy defects therein in conformity in
all respects with the provisions of the Contract and pay the bid price in installments vide
Schedule of Payments of installments.

4. The Employer hereby covenants to supply the Contractor in consideration of the
supply of dredged material (sediments) in any form by desilting of Mangalam reservoir to the
contract upto the prescribed reduced levels under the provisions of the Contract within the
stipulated timeframe and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]*. . . .on the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Contract Data

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	Clause Reference
· The Schedule of Operating and Maintenance Manuals	[41.1 of SCC]
· The Schedule of Key Personnel	[8 of GCC]
· The Methodology and Program of Construction & Environmental Management Plan	[19.1 of GCC]
· The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction	[19.1 of GCC]
· Site Investigation reports	[11 of GCC]

The Employer is Government of India/ Government of Kerala,
Water Resource Department [1.1 m of GCC]

The Employer is

Name: **The Superintending Engineer** [1.1 m of GCC]

Address: **Office of the Superintending Engineer,
Siruvani Project Circle,
Vadakkanthara P O,
Chunnambuthara,
Palakkad, Kerala, India**

Name of authorized Representative: **The Personal Assistant to Superintending Engineer**

The Engineer in Charge is [1.1 n of GCC]

Name: **The Executive Engineer, Malampuzha Division, Palakkad**

Address: **The Office of the Executive Engineer, Malampuzha Division, Palakkad**

Name of Authorized Representative: **The Assistant Executive Engineer,
Irrigation Sub Division, Palakkad.**

The name and identification number of the Contract is **Desilting of Mangalam Reservoir,**

The Works consist of Desiltation of Mangalam Reservoir, Maintenance of Environment as per Environment Management plan, dry excavation, wet excavation and other allied works related to desiltation as in Section VI Work Requirements[1.1 bb of GCC]

The Start Date shall be the date of issue of notice to proceed with the work. [1.1 y of GCC]

The Intended Completion Date for the whole of the Works is **36 months (including rainy & festival season)** with the following milestones: [1.1 r of GCC]

Milestone dates:	Physical works to be completed	Cumulative %	Period from the date of issue of notice to proceed with the work
Milestone 1	5% of the value of entire contract	5%	6 months
Milestone 2	45% of the value of entire contract	50%	18 months
Milestone 3	45% of the value of entire contract	95%	30months
Milestone 4	5% of the value of entire contract	100%	36 months

The following documents also form part of the Contract: [2.3 (i) of GCC]

The contractor shall submit a revised Program including **Environmental Management Plan for the Works** (in such form and details as the Engineer shall reasonably prescribe) within **18 days** of delivery of the Letter of Acceptance. [19.1 of PCC]

[The program should be in adequate detail and generally confirm to the program submitted along with the bid in response to ITB Clause 4.3 (k). Deviation if any from the submitted documents mentioned in just above para should be clearly explained and should be satisfactory to the Engineer]

The Site Possession Dates shall be: **10 days from the date of agreement.** [16.1 of GCC]

The Site is located at **Vandazhi Village of Alathur Taluk, Palakkad.** [1.1 (v) of GCC] and is defined in drawings nos.

The Defects Liability Period is **one year** from the date of certification of completion of works [24.1 of GCC]

Insurance requirements are as under: [10 of SCC]

		Minimum Cover for Insurance	Maximum deductible for Insurance
(i)	Works and Plant and Materials	Quoted amount	2 % of Minimum cover

(ii)	Loss or damage to Equipment	10% of quoted amount	2 % of Minimum cover
(iii)	Other Property	1 % of quoted amount	2 % of Minimum cover
(iv)	Personal injury or death insurance:	5 lakhs per occurrence with minimum four occurrence at any given time	
	a) for other people;		
	b) for Contractor's Employees	In accordance with the statutory requirements applicable to India (Work charge Insurance)	

The period between Program updates shall be **30** days. [19.3 of GCC]

The amount to be withheld for late submission of an updated Program shall be **Rs. 5,000** /- [19.3 of GCC]

The language of the Contract documents is **English** [3.1 of GCC]

The law which applies to the Contract is the laws of Union of India [3.1 of GCC]

The currency of the Contract is Indian National Rupees. [29.1 of GCC]

The fine for the failure to maintain the required progress in terms of agreed time and progress chart, are@ **1% of contract price per week of delay or part thereof** [13.1 of SCC]

The amounts of the advance payment are: vide Schedule of payment of instalments Section IV Bidding Forms

(The advance payment will be paid to the Employer not later than first 8 days in the respective calendar month).

Repayment of secured advance:

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price or mentioned otherwise:

Performance guarantee for 5 per cent of bid amount plus a reimbursable interest free amount of 2 % of the bid amount or INR 25 lakhs whichever is higher shall be remitted by the successful bidder at the time of signing the contract. [in terms of ITB Clause 39.4]

The standard form of Performance guarantee acceptable to the Employer [in terms of ITB 39.1, 39.2]

*The date by which “as-built” drawings are required is within 180 days of issue of certificate of virtual completion of whole work. [GCC 32.1]

The amount to be withheld for failing to supply “as built” drawings by the date required is Rs.1,00,000/- [GCC 32.1]

The following events shall also be fundamental breach of contract: [59.2]

1. The Contractor has contravened Sub-clause 7.1 of GCC read with SCC and Clause 9.0 of GCC.
2. The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 19.1 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 21.2 of GCC and Clause 15.2 of SCC) for a period of 30 days.
3. The contractor fails to carry out of the instructions of Engineer within a reasonable time determined by the Engineer in accordance with SCC Clause 15.2.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent. [15.7 (b) of SCC]

Performance Guarantee (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

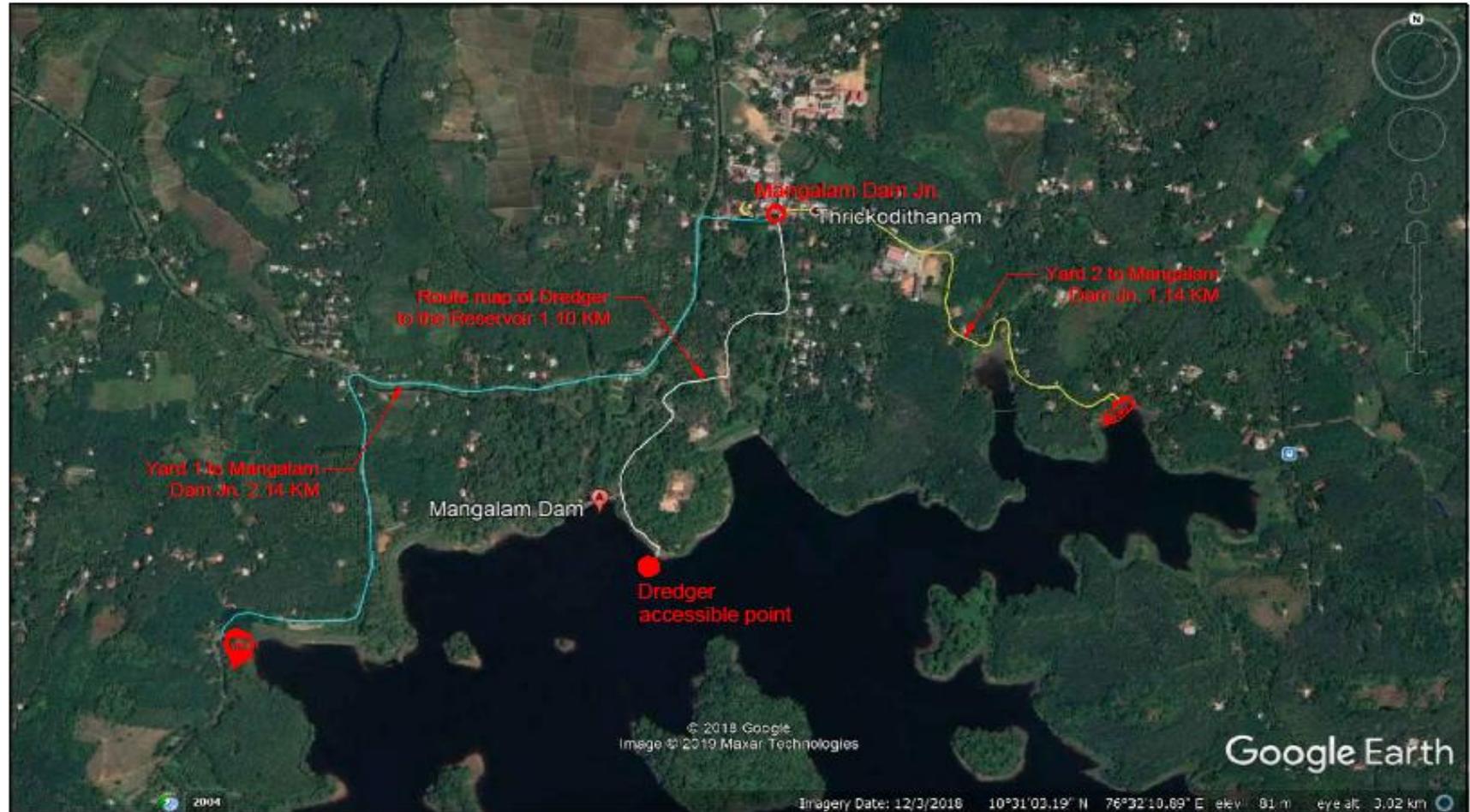
¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date one year after the expected completion date as described in GC Clause 31.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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Route map from Mangalam Dam Junction to proposed Yards