

No. BDG-214001/1/2025-Building-DOP
Government of India
Ministry of Communications, Department of Posts
Estates Division
Dak Bhawan, Sansad Marg, New Delhi – 110001

Name of Work: Valuation of Lands and Buildings of Department of Posts (DoP) located across various circles in India through its empanelled valuers

SN	Event	Date
1	Date of issue of notice and availability of bid documents on e-tender portal https://etenders.gov.in/ for download	05.05.2026
2	Last date for submission of queries through email on negi.vikash@gov.in	09.05.2026
3	Date by which replies to queries and amendments (if any) are to be uploaded to e tender site	18.05.2026
4	Last date and time for submission of online bids	28.05.2026 11:00 Hrs.
5	Date, time and place of opening of Technical bids	29.05.2026 15:00 Hrs.
6	Date and time of opening of Financial bids	To be intimated separately

SECTION – 1

NOTICE INVITING TENDER (NIT)

NIT No. : BDG-214001/1/2025-Building-DOP

Date: 05.05.2026

Name of Work: - Valuation of Lands and Buildings of Department of Posts (DoP) located across various circles in India through its empanelled valuers

1. The President of India, through the DDG (Estates), Department of Posts, Ministry of Communications, Government of India (hereinafter referred to as 'the Authority', 'the Head of Procurement', 'the Procuring Entity' and 'the Procuring Organisation' respectively), invites digitally sealed online Bids under Limited Tender Enquiry from the following empanelled valuers of the Department of Posts in the valuation class “*Land and Building*”

i) **Adroit Appraisers and Research Pvt. Ltd.**

ii) **Resolute Valuers & Consultants Pvt. Ltd.**

for undertaking valuation of land parcels of the Department of Posts as detailed in **Annexure-I**.

2. The Bids shall be invited through single stage Bidding and two-stage opening process, comprising two Electronic Envelopes namely Technical Bid and Financial Bid. Only the above-mentioned empanelled valuers shall be eligible to participate in the bidding process.

3. The bidder can quote for one or more clusters as desired by him. The quoted amount (based on net cost to DoP, excluding GST) for each individual cluster of land shall be evaluated separately and L1 bidder for each individual cluster will be considered for appointment as valuer for that cluster.

4. The complete details regarding Scope of work, Eligibility conditions, terms and conditions etc. are mentioned in this bid-document.

5. Submission of Bids:

5.1. The bids have to be submitted online, on or before 11:00 Hrs. of 28.05.2026.

5.2. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- (<https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal. The detailed guidelines for Bid submission, FAQ and Bidders Manual Kit are available on the said website.

6. The queries in respect of the bid document, if any, can be sent to following officer at his Email IDs

DoP Contact officer	
Name & Designation	Sh. Vikas Negi, ADG (Building)
Mobile no.	8894575897 [between 9:00 hrs to 17:30 hrs on working days]
E-mail ID	negi.vikash@gov.in

SECTION – 2
BID INFORMATION

1. Type of Bid-

1.1. No. of Bid Submission Stages: Single stage Bidding and two-stage opening process, using two Electronic Envelope (Technical Bid and Financial Bid).

1.2. The bidder can quote for one or more clusters as desired by him. The quoted amount (based on net cost to DOP) for each individual cluster of land shall be evaluated separately and L1 bidder for each individual cluster will be considered for appointment as valuer for that cluster.

2. Bid Validity Period: The bid submitted in response to this notice shall be valid for a period of 90 days.

3. Eligibility Criteria: - The following eligibility criteria shall be met by the bidder who intends to participate in this Bid:-

3.1. The Bidder must be in the panel of DOP for valuation of its Land and building assets.

3.2. The Bidder must be registered with IBBI for valuation in asset class 'Land and Building' in Individual Valuer/Entity category, as applicable, and the registration must be valid as on date of submission of bid.

3.3. The Bidder should not have any of his/ her near relative, working in Department of Possts as per provisions contained in Clause 12 of Section-4

4. Availability of Bid Document:

4.1. The Bid document can be obtained by downloading it from the e-tender portal <https://etenders.gov.in/eprocure/app> w.e.f. 05.05.2026 onwards.

4.2. Bidders are advised to visit the above website regularly till closing date for submission of bids to keep themselves updated about any Corrigendum / Addendum issued regarding this bid.

5. No tender fee or EMD is required to be submitted for this bid.

6. DoP reserves the right to accept or reject any or all bids without assigning any reason.

SECTION – 3
SCOPE OF WORK

1. The asset Valuer shall carry out detailed valuation of the property, taking into consideration the following aspects-

- a) **Realizable value based on covenants:** The realizable market value of the property may be determined, assuming a non-distress sale scenario. The value may be assessed after taking into account any defects/ restrictions/ encumbrances on the use/ lease/ sublease/ sales etc. of the properties or in the title deeds, etc.
- b) **Nature of ownership rights:** Conditions of lease including conditions for its transfer, lease rent and provisions for revision, total period of lease, remaining period of lease, conditions for renewals etc may be considered while valuing the property apart from encumbrances, if any and land usage restrictions.
- c) **Capital works-in-progress:** Capital works-in-progress shall be taken into consideration for valuation of assets.

2. The Valuer is expected to carry out the valuation based on various appropriate methodologies such as Comparable sales method, Cost approach method, Income approach/Discounted Cash Flow method etc. However, valuation by DCF method is a must unless omission of the same is specifically allowed by DOP.

Detailed calculations, with supporting documents for the assumptions made shall be given in the report. For e.g., if the Sales Comparison Approach is used, then the report should preferably mention the actual instances of sales along with sale prices and month of sale in the report. Further, due adjustment to account for any difference in size, shape, location, land use and other features may be done.

For valuation done by Discounted Cash Flow method, the detailed calculations shall be provided along with the soft/digital copy. If, in the opinion of DOP, the assumptions made by the valuer for various parameters such as Debt-Equity ratio, WACC, Discounting rate etc. are not appropriate, then the valuer shall also have to provide the valuation as per the parameters specified by DOP.*

If the nature of asset is such that the Discounted Cash Flow method is deemed unsuitable or is expected to result in unreliable valuation, the valuer shall bring the same to the notice of DOP with reasons. DOP may, at its sole discretion, allow valuation by DCF method to be omitted.

3. In some land parcels, there may be a proposal for future division of plot. For such cases, the area of entire plot and the area of the portion to be alienated later has been indicated in this document. The selected valuer shall have to do valuation for the entire land parcel and also for the portion proposed to be alienated.

4. Valuation shall be done both for the existing land use as well as for the permissible land use as per master plan.

5. In addition to the above, the report shall invariably mention the following-

- a. Permissible land use at the location of property as per master plan.
- b. Prevailing Guideline rates for the existing land use of the property along with relevant circular/ print of relevant website.

c. The depreciated value of buildings/structures, calculated on the basis of CPWD guidelines.

6. If the Valuer is of the opinion that the depreciated value of buildings/structures, calculated on the basis of CPWD guidelines do not indicate the realistic market value of buildings/structures, the same may be specifically stated in the report and value of buildings/structures in the opinion of Valuer may also be provided with justification. If value of buildings is recommended as NIL, then the report shall specifically mention so along with reasons.

7. It shall be a term of engagement that DOP may seek additional details, clarifications, comments or advice from the Independent Valuer regarding the valuation of the said property upto a period of 1½ (one and a half) year from the date of submission of valuation report and the Valuer shall provide the same to DOP without any extra fees.

8. Sub-contracting of the assignment will not be allowed. The appointed Valuer shall be solely responsible for all the required final deliverables.

9. The provisions regarding valuation, contained in the Companies (Registered Valuers and Valuation) Rules, 2017, notified by the Ministry of Corporate Affairs, Government of India, with up-to-date amendments shall also be complied with by the Valuer.

Note:

* - The values of various parameters used in Discounted Cash Flow method of valuation as under are considered appropriate by DOP:

SN	Parameter	Standard Value
1	Cost of Construction	As per State Govt. Schedule of Rates or CPWD Plinth area rates.
2	Total Overhead costs (including Marketing/ Brokerage costs, Architect & consultants fees, Administrative fee and consultancy etc)	+10% of the cost of construction
3	Annual Escalation	5%
4	Discount Rate/ WACC	16%

Hence, as per point 2 of the above Scope of Work, the valuer shall have to provide the valuation as per these standard values also in addition to the valuation done by taking values of various parameters as considered appropriate by the valuer.

SECTION – 4

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS:

- 1.1. The bids have to be submitted online, on or before 11:00 Hrs. of 28.05.2026.
- 1.2. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- (<https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal. The detailed guidelines for Bid submission, FAQ and Bidders Manual Kit are available on the said website.
- 1.3. In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
- 1.4. The bidder shall not tamper with or modify the downloaded Bid document being submitted in any manner other than that specifically allowed in this bid-document. In case any tampering or modification is found, action may be taken to reject the bid and/or debar the bidder from future bidding.
- 1.5. All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 1.6. All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.
- 1.7. Incomplete, ambiguous/ illegible or conditional Bids are liable to be rejected.

2. ENVELOPES FOR SUBMISSION OF BID: The Bid offer shall contain one set of the following documents-

2.1. E-envelope called 'Technical envelope' on e-tender portal shall contain :-

2.1.1. Undertaking & declaration as per section 6A duly filled & signed

2.1.2. Near-Relationship Certificate (as per section 6B) duly filled & signed.

2.1.3. Letter of authorization and Power of Attorney in accordance with clause 3 of this Section, **if applicable.**

2.2. E-envelope called 'Financial bid envelope' on e-tender portal shall contain the quoted fee for the work, in the format enclosed in Section-7 of this bid-document.

3. FORMAT AND SIGNING OF BID

- 3.1. The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of Bid document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power of attorney accompanying the bid.
- 3.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

3.3. Power of Attorney:

- a) The power of Attorney should be submitted and executed on non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub- Registrar of the state(s) concerned.
- b) The power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company /institution /Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- d) Attestation of the specimen signatures of authorized signatory by the Company`s/ firms bankers shall be furnished. Name, designation, Phone number, mobile number , email address and postal address of the authorized signatory shall be provided.
- e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

4. LATE BIDS

- 4.1.** No bid shall be accepted by E-Bid Portal after the specified deadline for submission
- 4.2.** The DOP may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of DOP and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

5. MODIFICATION AND WITHDRAWAL OF BIDS

- 5.1.** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived un-opened in e-tendering portal.
- 5.2.** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

6. OPENING OF BIDS

- 6.1.** The Technical Bids shall be opened at 15:00 hrs on 29.05.2026. The date and time for opening of financial bids shall be intimated separately to qualified bidders.

7. AMENDMENT OF BID DOCUMENTS

- 7.1.** The DOP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 7.2.** The amendments shall be notified in writing through e-tendering portal and these amendments will be binding on the bidders.
- 7.3.** In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, DOP may, at its discretion, extend the deadline for the submission of bids suitably.

8. CLARIFICATION OF BIDS

- 8.1.** To assist in the examination, evaluation and comparison of bids, DOP may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 8.2.** If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, DOP at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid may be out-rightly rejected without entertaining further correspondence in this regard.

9. EVALUATION OF BIDS:

- 9.1.** DOP shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 9.2.** DOP may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- 9.3.** The bid in which lowest fee is quoted (based on net cost to DOP, excluding GST) shall be considered for acceptance.

10. CONTACTING THE PURCHASER

- 10.1.** No bidder shall try to influence the DOP on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify its bid or influence DOP in DOP's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 10.2.** DOP will either accept the lowest eligible bid or call the lowest eligible bidder for negotiations. The representative authorized by the Valuer shall only be permitted to negotiate the financial offer and other terms to conclude a binding agreement. In case the negotiation fails, the rate quoted initially by the bidder shall be taken into account for evaluation.
- 10.3.** The Lowest bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of Letter of Acceptance (LOA).
- 10.4.** The selected Valuer shall be required to sign a Contract Agreement (as per Format 1: Contract Form) within 7 working days of issue of LOA or within the time as extended by DOP.
- 10.5.** If the Valuer fails to accept the LOA or fails to sign the contract agreement within the specified period (unless any period/condition is relaxed by DOP for compelling and genuine reasons; and the decision of DOP in such case would be absolute & final), the LOA can be withdrawn and other actions as per the terms and conditions of empanelment can be taken.

11. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 11.1** The DOP reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

12. NEAR-RELATIONSHIP CERTIFICATE

- 12.1.** The bidder should give a certificate that none of his/ her near relative, as defined below, is working in DOP. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central.
- 12.2.** Due to any false information given by the bidder in this regard, the Bid will be cancelled at any stage whenever it is noticed and DOP will not pay any damage to the company or firm or the concerned person.
- 12.3.** The near relatives for this purpose are defined as:-
- a) Members of a Hindu undivided family.
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 12.4. The format of the certificate is given in Section 6(B).**

SECTION – 5
GENERAL TERMS AND CONDITIONS

1. The valuer shall be bound by the terms and conditions of this bid and also terms and conditions of his empanelment with DOP as a valuer under asset class 'Land and Building'.
2. **DELIVERY SCHEDULE / TIMELINES:**
 - a) The Details of the person who shall represent DOP and coordinate in the work from DOP side shall be intimated to successful valuer in the Letter of Acceptance (LOA).
 - b) The appointed valuer shall be required to contact such authorized person of DOP, sign the contract and commence the work within 7 (Seven) working days of issue of LOA.
 - c) The draft valuation report shall be submitted within **40 days** from the date of issue of acceptance letter. The final valuation report shall be submitted within **10 days** after discussions with DOP are concluded on the draft report. The valuer shall ensure rolling submission of reports for individual land parcels as and when completed, and shall not defer submission until completion of the entire assignment or expiry of the stipulated timeline.
3. **VALUATION FEE / PAYMENT TERMS:**
 - a) The quoted fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses etc. and all taxes and duties (except GST). It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc. The Valuer shall not claim any additional fee or cost in any form from DOP. No such further claims shall be entertained by DOP in respect of any additional fee or costs incurred by the Valuer.
 - b) Payment shall be made only after submission of final report and acceptance of the same by DOP.
 - c) For payment of fees, the Valuer shall submit all the required documents such as GST compliant Invoice and other details as required by DOP. Also, the valuer has to ensure compliance with all requirements of GST laws as may be applicable.
 - d) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
 - e) If any land parcel in a cluster is not required to be got valued by DOP due to any reason whatsoever, then proportionate payment for balance valued land parcels in that cluster shall be made to the valuer, considering that the quoted fee for that cluster is equally distributed among the total number of land parcels in that cluster.
 - f) It shall be a term of engagement that DOP may seek additional details, clarifications, comments or advice from the Independent Valuer regarding the valuation of the said property upto a period of 1½ (one and a half) year from the date of submission of valuation report and the Valuer shall provide the same to DOP without any extra fees.
4. **SUBCONTRACTS**
 - a) Sub-contracting of the assignment will not be allowed. The appointed valuer shall be solely responsible for all the required final deliverables.
5. **ACTION BY DOP AGAINST VALUER IN CASE OF DEFAULT:**
 - a) The Valuer shall abide by the terms and conditions of Empanelment, as mentioned in the empanelment orders vide File no. **BDG-214001/1/2025-Building-DOP** dated 30.03.2026, and also by the terms & conditions of this Financial bid document. In case of any conflict/variation

between terms and condition of the empanelment order with the terms and conditions of this document, the latter shall prevail.

- b) The name of valuer may be removed from the approved list of valuers, if the valuer :-
 - i) fails to carry out his obligations under the contract or fails to abide by the terms and conditions of this contract, or
 - ii) fails to accept the LOA or fails to sign the contract agreement within the specified period, or
 - iii) fails to provide additional details, clarifications, comments or advice regarding the valuation done by him upto a period of 1½ (one and a half) year from the date of submission of valuation report without any extra fees, or
 - iv) is found to have given false particulars/information with the bid documents, or
 - v) has indulged in any type of forgery or falsification of records, or,
 - vi) has quoted for a tender under two or more firms where he is a Partner/ Director/ Owner.
- c) In case of any default as above, DOP, shall issue a notice to the valuer seeking explanation on why action should not be taken under para 5(b) above and take necessary action thereafter as deemed fit. The decision of DOP in the matter shall be final and binding on the valuer.

6. INTEGRITY PACT

- a) The Integrity Pact executed by the bidder at the time of empanelment with the Department of Posts shall be deemed to be applicable mutatis mutandis to this RFP and the resultant contract.
- b) The bidders shall strictly adhere to the provisions of the said Integrity Pact and ensure compliance with all obligations stipulated therein throughout the bidding process and execution of the contract.
- c) Any violation of the Integrity Pact provisions shall render the bidder liable for appropriate action as per the terms of the Pact, including termination of contract, forfeiture of Performance Security, and debarment, as applicable.

SECTION – 6
6(A) - UNDERTAKING AND DECLARATION

To

The President of India, through DDG (Estates),
Department of Posts, Government of India,
Dak Bhawan, Parliament Street,
New Delhi 110 001

Sub: Valuation of various Land Parcels of DOP located across various Circles in India

Ref: Your NIT No. **BDG-214001/1/2025-Building-DOP** Dated: 05.05.2026

Dear Sir,

1. I/We are Empanelled in DOP for valuation of Lands and Buildings. My/ Our name appears in the Empanelment of Valuers- issued vide file no. **BDG-214001/1/2025-Building-DOP** dated 30.03.2026.
2. I/We are registered with IBBI for valuation in asset class 'Land and Building' in Entity category, as applicable, and our registration is valid as on date. My/Our IBBI registration number is _____
3. With reference to your above referred Bid-Document including amendment/clarifications/addenda, I/We, having examined all relevant documents and understood their contents, hereby submit our Bid. The Bid is unconditional and unqualified.
4. I/We shall make available to the DOP any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We agree to keep this offer valid for 90 (Ninety) days from the Bid submission date specified in the bid documents or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
6. I/We acknowledge the right of the DOP to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We agree and undertake to abide by all the terms and conditions of the bid Document. In witness thereof, I/We submit this Bid under and in the accordance with the terms of the bid Document.
8. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Bid offer are correct.
9. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, DOP reserves the right to debar our Bid offer/ cancel the Enlistment/LOA/ Purchase/ work order if issued and forfeit the SD/ Performance Security/ Bill amount, if any, pending with DOP. In addition, DOP may debar the Bidder from participation in its future Bids.

10. We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.
11. We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in section 6C of this tender document. We acknowledge that our digital/digitized signature is valid and legally binding.
12. We confirm that the Integrity Pact executed by us at the time of empanelment with the Department of Posts shall remain valid, binding and applicable for the present RFP.
13. In case any correction/ addition/ alteration/ omission is made by us in the Bid document, our Bid may be treated as non responsive and shall be liable to be rejected by DOP.

Yours faithfully,
(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

Present Correspondence Address

.....

Telephone/ Mobile No.

NOTE: Fill all blanks properly.

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 12 of Section-4 by the bidder in respect of status of employment of his/ her near relation in DOP)

Sub: Valuation of various Land Parcels of DOP located across various Circles in India

Ref: Your NIT No. **BDG-214001/1/2025-Building-DOP** Dated: 05.05.2026

The format of the certificate to be given is:

"I..... s/o.....
r/o.....hereby certify that none of my
relative(s) as defined in the Bid document is/are employed in DOP as per details given in Bid document.
In case at any stage, it is found that the information given by me is false/ incorrect, DOP shall have the
absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the Bidder

With date and seal

NOTE: Fill all blanks properly.

SECTION 6 C: BIDDER INFORMATION

(To be submitted as part of Technical bid)

(on Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx;

Tender Title:

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

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

1. Bidder/ Contractor particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) Registration, if any, with The Procuring Entity:
- d) Place of Registration/ Principal place of
- e) Complete Postal Address:
- f) Pin code/ ZIP code:
- g) Mobile Nos.: (with country/ area codes):
- h) Contact persons/ Designation:
- i) Email IDs:

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

2) Taxation Registrations:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Contractor and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:

e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
.....

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

3) Trade Registrations and Licences

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

- EPF
- ESI
- IBBI
- Labour Licence
- Private Security Agency under relevant Act
- Any other required -----.

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

Full Name: _____

Designation: _____

Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- A Society. The person signing the bid is the constituted attorney. Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

5) Bidder's Authorized Representative Information

Name:

Address:

Telephone/ Mobile numbers:

Email Address:

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

SECTION – 7
FINANCIAL BID

(This is the sample format for quoting of fee. The bidder has to quote the fee in the BOQ available as separate spreadsheet on the eTender portal)

Sub: Valuation of various Land Parcels of DOP located across various Circles in India

Ref: Your NIT No. **BDG-214001/1/Building-DOP** Dated: 05.05.2026

FORMAT FOR QUOTING OF VALUATION FEE

Cluster no.	Address(s) of Land parcel(s) to be valued	Fee quoted in Rupees (excluding GST)	GST (in Percentage)
I	45 Land parcels listed in Annexure I		
II	41 Land parcels listed in Annexure I		
III	40 Land parcels listed in Annexure I		
IV	30 Land parcels listed in Annexure I		
V	49 Land parcels listed in Annexure I		

Note:

- a) The bidder can quote for one or more clusters as desired by him. The quoted amount (based on net cost to DOP, excluding GST) for each individual cluster of land shall be evaluated separately and the lowest bidder for each individual cluster will be considered for appointment as valuer for that cluster.
- b) If a bidder quotes zero rate in any item, it will be assumed that he has not quoted for that item.
- c) The quoted fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses, payment to sub-Valuers etc. and all taxes and duties (except GST). It shall also be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc. The Valuer shall not claim any additional fee or cost in any form from DOP. No such further claims shall be entertained by DOP in respect of any additional fee or costs incurred by the Valuer.
- d) DOP may seek additional details, clarifications, comments or advice from the Valuer regarding the valuation of the said property upto a period of 1½ (one and a half) year from the date of submission of valuation report and the Valuer shall provide the same to DOP without any extra fees.
- e) The quoted fee should be unconditional. Bids with conditions shall be summarily rejected.
- f) In accordance with Clause 3 (e) of Section 5 of this NIT, the fee quoted for a cluster shall be deemed to be equally divided among all the land parcels in that cluster. For eg, if the bidder quotes **Rs.X** for a cluster, and the cluster has total **N** number of land parcels, then the fee to be paid for valuation of each land parcel in that cluster will be **Rs. $X \div N$** .

SECTION – 8

GENERAL CONDITIONS OF CONTRACT (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

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

1.2 Definitions

In the contract, unless the context otherwise requires:

- 1) “Agent” is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
- 2) “Allied Firm” are all business entities that are within the ‘controlling ownership interest’ (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or ‘control’ (including the right to appoint a majority of the directors or to control the management or policy decisions

including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered as allied firms.

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

- 12) "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- 13) "Equipment" means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.
- 14) "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- 15) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- 16) "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- 17) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 18) "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 19) "Joint Venture" means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)
- 20) "Materials" means all supplies, including consumables, used by the contractor for service performance or use by his staff.
- 21) "Outsourcing of Services" means deployment of outside agencies on a sustained long-term basis (for one year or more, excluding short-term stand-alone Services) for the performance of routine Services (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth) that were traditionally being done in-house in the Government.
- 22) "Parties": The parties to the contract are the "Contractor" and the "Procuring Entity", as defined in this clause;

- 23) “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 24) “Procurement” or “public procurement” (or ‘Purchase’, or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;
- 25) “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services;
- 26) “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- 27) “Service(s)” (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
- 28) “Specification” or “Technical Specification” means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- 29) “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
- 30) “Sub-Contractor” means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.

- 31) “Temporary Works” means works designed, constructed, installed, and removed by the contractor needed during the Services' performance.
- 32) “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.
- 33) “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender’ or ‘Tender Enquiry’, which would be clear from context without ambiguity.
- 34) “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3 Document Conventions

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

1.4 Abbreviations:

Abbreviation	Definition
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AITB	Appendix to Instructions To Bidders
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
DPIIT	Department for Promotion of Industry and Internal Trade EFT Electronic Funds Transfer
EPFO	Employees Provident Fund Organization ESI Employees State Insurance
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature

IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LoA	Letter of Award (Acceptance)
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Enterprises
MSMED	MSME Development (Act)
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
PVC	Price Variation Clause
RAP	Reverse Auction Process
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

2. Contract

2.1 Language of Contract

The contract shall be written in English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire

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

2.3 Severability

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

2.4 Parties

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

2.5 Contract Documents and their Precedence

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

- 1) Valid and authorized Amendments issued to the contract.
- 2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
 - a) Format 1.1: Description of Services;
 - b) Format 1.2: Price Schedule;
- c) the Letter of Award (LoA)
- d) Final written submissions made by the contractor during negotiations, if any;
- e) the GCC
- f) the contractor's bid;
- g) Integrity Pact, if any.

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

- 1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and

modifications may be submitted in writing by the contractor to the Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

- 2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers of Forbearance

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

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

2.7 Separate Contracts in Connection with Services

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

3. Governing Laws and Jurisdictions

3.1 Governing Laws and Jurisdiction

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

3.2 Changes in Laws and Regulations

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

4. Communications

4.1 Communications

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

4.2 Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the

other party shall be signed by:

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

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

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

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

5. Contractor's Obligations and Restrictions on Rights.

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

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

- 1) Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - a) a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a

written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.

- b) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder.
- c) If the contract is not terminated as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.

5.3 Restriction on Potential Conflict of Interests

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

5.4 Consequences of breach by Constituents of a Contractor

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

shall be final and binding on the contractor.

5.4.1 In the case of Joint Venture/ Consortium

In the event of default or breach of GCC-clause 5.1 to 5.7 by any member, in the execution of his part of Contract, the Procuring Entity shall be so notified within 30 days by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining Joint Venture. Within 60 days of the said notice, the Lead Member shall assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity to ensure the execution of that part of the contract. Failure to comply with the above provisions or if the Lead Member himself defaults shall be lawful for the Procuring Entity to terminate the contract for default and avail any or all remedies thereunder.

5.5 Assignment and Sub-contracting

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

5.6 Obligation to Indemnify Procuring Entity

5.6.1 For breach of IPR Rights

- 1) The contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
 - a) The sale by the Procuring Entity in any country of the services/ products produced

- by the Services delivered by the contractor, and
- b) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.
 - 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
 - 4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
 - 5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.6.2 For Losses and Damages Caused by Contractor

- 1) The contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:
 - a) the Services themselves or
 - b) any other property of the Procuring Entity or
 - c) the lives, persons, or property of others
- 2) In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) The Procuring Entity shall have the power and right to pay or to defend or compromise

any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

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

5.7.2 Confidentiality

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

5.7.3 Secrecy

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

5.7.4 Obligations of the contractor

- 1) Without the Procuring Entity's prior written consent, the contractor shall not use the

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

5.7.5 Protection and Security of Personal Data

- 1) Where the contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the contractor shall:
 - a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
 - b) Comply with all applicable laws;
 - c) Process the Personal Data only to the extent, and in such manner as is necessary for the discharge of the contractor’s obligations under this Contract or as is required by Law or any Regulatory Body;
 - d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm

which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - f) Obtain prior written consent from the Authority to transfer the Personal Data to any sub-contractor for the provision of the Services;
 - g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.
 - h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
 - i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.
 - j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;
- 2) Notify the Procuring Entity (within five Working Days) if it receives;
 - a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
 - b) a complaint or request relating to the Procuring Entity' obligations under the law;
 - 3) The provision of this clause shall apply during the contract Period and indefinitely after its expiry.

5.8 Performance Bond/ Security

- 1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the Defect Liability obligations.
- 2) The amount of Performance security shall be @ 4% of the contract Price denominated in Indian Rupees or the currency of the contract to be addressed/in favor of DDG (Estates), Estates Division, Department of Posts, duly submitted to ADG (Building), Dak Bhawan, New Delhi and shall be in one of the following forms:
 - a) Account Payee Demand Draft or Fixed Deposit Receipt is drawn on any commercial bank in India, favouring the authority mentioned ilustern therein (or FA&CAO of the Procuring Organisation, if not mentioned).
 - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.

- 3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion
 - (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
 - (b) without terminating the Contract:
 - i) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 11.4, or
 - ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
- 5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
 - (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
 - ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
 - (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- 7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or

Government Securities or depreciation thereof.

5.9 Labour Codes and Related Obligations

5.9.1 Independent Contractor

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

5.9.2 Obligations of the contractor under Labour Codes and Rules

- 1) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.
- 2) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- 3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- 4) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be

required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

- 5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

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

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

- 1) Provisions for Workers:
 - a) At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.
 - b) The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
 - c) Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.

- d) All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 2) During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:
 - a) the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.
 - b) environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

3) Medical Facilities:

The contractor shall provide medical facilities at the site as prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Contract Manager's directions.

4) Medical Certificate of Fitness for Labour:

The contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate.

- a) **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- b) **Medical Re-Examination of Labour:** Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

5.9.4 Mandatory Compliance of Government Welfare Schemes

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

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

5.9.5 Contract Labour Records and Management System

A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It shall be inspected during Site Inspections by the Contract Manager. The contractor shall put this system in place unless otherwise stipulated in the Special Conditions of Contract. If so stipulated in Special Conditions of Contract⁵, a computerised Contract Labour Management system shall be mandatory.

5.9.6 The obligation of Contractor to ensure awareness of Labour Codes

- 1) the contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers.
- 2) The contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

- 3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
 - a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc
 - b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

5.10 Insurances

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

5.11 Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

5.12 Accounting, Inspection and Auditing

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

5.13 Book Examination Clause

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

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

6. Procuring Entity's Obligations

6.1 Facilities to be provided by the Procuring Entity

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

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

6.2 Provision of Utilities at Site by Procuring Entity

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

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

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

7. Scope of Services, Performance Standards and Quality Assurance

7.1 Scope of Services

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

7.2 Performance Standards

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

7.3 Quality Control and Defect Liability

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

7.4 Eligible Services – Country of Origin and Minimum Local Content

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

7.5 Quality Tolerance

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

7.6 Contract Period and Option Clause

7.6.1 Contract Period

Unless otherwise stipulated in the contract, the contract Period for which the Service shall be provided shall be one year from the effective date of the contract, unless completed earlier or terminated as per the contract.

7.6.2 Option Clause

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

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

8. Measurement, Variations and Modifications

8.1 Quantities in Contract

The quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the contractor to fulfil his obligations under the contract. Payment shall be made for the actual quantities

deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the contract manager.

8.2 The admeasurement of Inputs and Services

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

8.3 Variations and Claims

8.3.1 Powers of Variations

- 1) The Contract Manager, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Services or make any alterations in their design, inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of

materials for the execution thereof or to order any additional service to be performed or any Services not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done. Such variations shall not be more than plus/ minus 15% of the value of the Contract and must be broadly within the original scope/ character and purpose of the original contract.

- 2) Unless otherwise stipulated, the accepted variation in the quantity of each contract item would be upto 25% of the quantity initially contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or compensation whatsoever upto the limit of 25% variation in the quantity of the individual item of services.
- 3) If the Contract Managers decide to increase the variation beyond 125% of Contracted quantity after internal approvals, the rates and acceptability shall be mutually agreed upon.
- 4) As far as items in Format 1.3: Price Schedule is concerned, the limit of 25% would apply to the value of the contract as a whole and not on individual items.

8.3.2 Valuation of Variations

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

8.4 Rates for Extra Items

- 1) Any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the contractor before the execution of such items of service.
- 2) The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract does not include rate or rates.
- 3) The rates payable for such extra items shall be decided at the meeting between the Contract Manager and Contractor, in as short a period as possible after the need for the extra item has come to the notice. In case the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute such extra items of Service by other means, and the contractor shall have no claim for loss or damage that may result from such procedure.
- 4) Provided that if the contractor commences such items of Service or incurs any

expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the contractor is not satisfied with the decision of the Contract Manager in this respect, he may appeal to the Head of Procurement within 30 days of getting the decision of the Contract Manager, supported by analysis of the rates claimed. The Head of Procurement's decision after hearing both the parties in the matter would be final and binding on the contractor and the Procuring Entity.

9. Development of Resources

9.1 Site and Assets thereon

9.1.1 Site of Service Delivery

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
- 2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
- 3) Facilities for Inspection: The contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
- 4) Existing Roads and Waterways: Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
- 5) Non-Obstruction of Access: During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.
- 6) No Obstruction to Flow of Work and Personnel of Procuring Entity: Contractor shall

arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.

9.1.2 Temporary Works at Site

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

9.1.3 Security Arrangements

- 1) The contractor shall secure security arrangements at the site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or Procuring Entity and its Staff by his staff or third parties or trespassers.
- 2) Preservation of Peace
 - a) the contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or subcontractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.
 - b) If the Procuring Entity stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of service Contract, the expenses thereof shall be borne by the contractor and, if paid by the Procuring Entity, shall be recoverable from the contractor.
- 7) Prohibition of Smoking and Intoxication: The contractor or his staff or any labour employed through sub-contractors or petty contractors shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

9.1.4 Safety Issues

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

9.1.5 Clearance of Site on Completion

On completion of the services, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Contract Manager.

- 1) If the contractor provides temporary huts on the Procuring Entity land for labour engaged by him to execute services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed.
- 2) No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- 3) In the event of failure on the part of the contractor to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed through public sales of such materials and property or in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If the contractor's labour refuses to vacate and has to be ejected following due process by the Procuring Entity, necessary expenses incurred by the Procuring Entity in connection shall be borne by the contractor. The Procuring Entity shall not be held liable for any loss or damage to the contractor's property as may be on the site and due to such removal.

10. Delivery of Services and delays

10.1 Work Programme

- 1) Before commencement of the Services, the contractor shall submit for approval of the

Contract Manager a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works programme for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

- 2) Unless otherwise stipulated in the contract or agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violating statutory regulations.

10.2 Compliance to Contract Manager's Instructions

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

10.3 Commencements of Services

- 1) Effective Date of Contract: Contractor shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:
 - a) 15 days from (unless specified otherwise in that order) the date of an order to this effect from the Contract Manager, or if no such order is issued,
 - b) 15 days from the date Contract has been signed by the Procuring Entity

10.4 Time for Delivery of Services and Extension Thereof

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

10.4.1 Extension Due to Modification

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

10.4.2 Extension for Delay Not Due to Contractor

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

and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

10.4.3 Extension of Time for Delay Due to Contractor

- 1) If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 10.4.1 and 10.4.2 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 10.5 below.
- 3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 4) Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.

10.5 Damages and Deduction Thereof

10.5.1 Right of the Procuring Entity to recover Damages

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

10.5.2 Damages for Shortfall in Performance

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

Standards and Quality, without having to prove actual loss incurred.

10.5.3 Liquidated Damages

- 1) Subject to GCC-clause 10.4, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 10.5.4 shall also apply.
- 2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

10.5.4 Denial Clause:

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

10.5.5 Limit on Total Damages

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

10.6 Suspension of Services

10.6.1 Suspension Ordered by Contract Manager

The contractor shall, on the order of the Contract Manager, suspend the progress of the Services

or any part thereof for such time or times and in such manner as the Contract.

Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is -

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

10.6.2 Extension of Time and Compensation

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

10.6.3 Suspension Lasting More Than 3 Months

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

10.7 Force Majeure

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of

such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

- 2) Notwithstanding the remedial provisions contained in GCC-clause 10.5 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

11. Prices and Payments

11.1 Prices

11.1.1 Firm Prices

Prices shall be fixed and firm. If the Price Variations Clause is included, such up and down variations shall also be payable.

11.1.2 Price Variation Clause

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

before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.

- 8) **Applicability:** If Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery of price variation.

11.2 Taxes and Duties

- 1) The contractor shall be entirely responsible for all taxes, duties, fees, levies etc. as applicable, incurred until delivery of the Services to the Procuring Entity.
- 2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) **Payment of GST Tax under the contract:**
 - a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the procuring entity has no bearing on the invoicing.
 - b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.
 - c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
 - d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment

shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

- ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
 - iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
 - iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
 - e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
 - f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 4) Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

11.3 Terms and Mode of Payment

- 1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the contractor's production of all required documents.
- 2) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.
- 3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
- 4) The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as

stipulated in Contract and a manner as also specified therein.

- 5) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

11.4 Withholding and lien in respect of sums claimed:

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

11.5 Payments to Contractor

- 1) Time-Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above the Input Deployment Plans (Personnel, equipment, materials etc.) mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs (Personnel, equipment, materials etc.) in the contract.
- 2) Unit-Rate (Output admeasurements): Unless otherwise stipulated, payments shall be made

every month for the volume of Services rendered during the period.

- 3) Lumpsum: Unless otherwise stipulated, payments shall be made only on completion of Services.

Percentage (of Value of Transactions): The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made either every month or on completion of milestones or on completion of entire Services whichever is stipulated in the contract.

11.5.1 “On-Account” Payments

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

11.5.2 On Account Payments Not Prejudicial to Final Settlement

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

11.5.3 Claims for Variations

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

11.5.4 Advance Payments

- 1) If the contract provides explicitly for Advance Payments to be made to the contractor, the following procedure shall apply:
 - a) On the request of the contractor, the Procuring Entity shall make the following advance payment (subject to a maximum of 10% (ten percent) of the initial contract

price) to the contractor against submission by the contractor of an Unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested. Advance payments shall be released in not less than two instalments, commensurate with the progress of work and mobilization of required equipment etc.:

- i) Mobilization advances up to 5% (five percent) of the initial contract price.
 - ii) Equipment Advance up to 90 % (ninety percent) of the cost of the new equipment brought to the site,
- 2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the contractor shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the contractor's default, the Mobilization Advance and the Equipment Advance shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Bid Rate) on the date of such advance payment.
 - 3) The contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses explicitly required for the performance of Services. The contractor shall demonstrate that the advance payment has been used in this way by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the contractor for the earlier instalment. In case of Equipment advance, insurance and hypothecation to the Procuring Entity must be ensured by the Contractor.
 - 4) The advance payment shall be recovered in a time-based manner not linked with the progress of work by deducting proportionate amounts from payments otherwise due to the contractor for the Services performed. Any delayed recoveries due to late submission of bills by the contractor shall attract interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). No account shall be taken of the advance payment or repayment in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

11.5.5 Preconditions for Passing the Bills

- 1) The Contract Manager shall ensure and cross-check with all relevant records before passing the bills of the contractor. Upon verification of the records by Procuring Entity, payments can be released to the contractor.
- 2) The contractor shall ensure that Minimum gross wages, including ESI, EPF etc., is paid as per the actuals by the contractor to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the contractor fails to pay the gross minimum wages, the same shall be informed to the Regional Labour Commissioner.
- 3) The Contract Manager shall ensure that the contractor submits all the relevant records related to statutory obligations and agreement conditions for claiming monthly bills.

- 4) Procuring Entity shall upload the details of the contractor online on the Employees' Provident Fund Organisation (EPFO) portal. Every month, Procuring Entity may, if required, cross-verify the contractor's monthly statements regarding EPF and other contributions from the EPFO's records online. The contractor must provide documentary evidence to show coverage of all his workers or labour under the schemes mentioned in GCC-clause 5.9.4 annually.

11.6. Completion Certificate and Final payment

11.6.1 Completion Certificate

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

- 1) that the whole of the Services to be done under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed.
- 2) that they have been inspected by him since their completion and found to be in good and substantial order,
- 3) that such completed services have satisfactorily passed any final test or tests that may be prescribed,
- 4) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and
- 5) that the contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets,
- 6) that the contractor has made good and satisfied in conformity with the contract all expenses and demands:
 - a) incurred by or made upon by the Procuring Entity.
 - b) for or in respect of damages or losses from or in consequence of the services.

11.6.2 Approval Only by Completion Certificate:

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

11.6.3 Cessation of Procuring Entity's Liability

After the issue of Completion Certificate, the Procuring Entity shall not be liable to the

contractor for any matter arising out of or in connection with the contract for the delivery of the Services, unless the contractor shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

11.6.4 Unfulfilled Obligations

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

11.6.5 Final Payment

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

- 1) the total quantity of service executed by the contractor upto the completion date based on the Contract Manager or his representative's certified measurements.
- 2) priced at the rates in the Price Schedule in the contract and for extra works on rates determined under GCC-clause 8.4 of these Conditions.
- 3) necessary adjustment for any payments already made or retained
- 4) any deduction which may be made under the contract,
- 5) a complete account of all claims Contractor may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct.

11.6.6 No Claim Certificate and Release of Contract Securities

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

11.6.7 Post Payment Audit

Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical

examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the contractor is discovered due to such examination, the Procuring Entity shall claim such amount from the contractor.

11.6.8 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors, under the contract, shall if signed in the partnership name by any one of the partners of a Contractor's firm, be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of death of any contractor, partners during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may hereafter have against the legal representative regarding any breach of any contract conditions by any contractor partner/member so dying. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor partners/ members and the legal representatives of any deceased Contractor partners/ members.

11.7 Defects Liability Period

- 1) The contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract (or if not specified for ninety (90) days) from completing the Services. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released.
- 2) During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor.
- 3) Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or reperform the Services or parts thereof, free of cost, at the site.
- 4) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed.

11.8 Payment Against Time-Barred Claims

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

claims.

12. Resolution of Disputes

12.1 Disputes and Expected Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the contractor, shall be hereinafter called the “Dispute”. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting for invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

12.2 Expected Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions
- 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
 - a) Provisions of restrictions regarding local content and Purchase Preference to Local

- suppliers in terms of Make in India policy of the Government
- b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard
 - c) Purchase preference policies regarding MSEs and Start-ups

12.3 Adjudications

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

12.4 Conciliation of disputes

- 1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of Contract, within 60 days from the date of appointment of Conciliator.
- 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
 - a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such

- declaration; or
- b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
 - c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

12.5 Arbitration Agreement

12.5.1 This Agreement

- 1) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

12.5.2 Notice for Arbitration

- 1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement ‘The Appointing Authority’, to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 2) In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice of Dispute’ (clause 12.1 above) shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.
- 3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

12.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

12.5.4

1) Qualification of Arbitrators:

- a) In the case of retired officers of The Procuring organisation, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.
- b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.
- c) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.
- d) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

3) Appointment of Arbitrator:

- a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the

contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.

- b) The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- d) The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- e) If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Contractor.

12.5.5 Failure to appoint Arbitrators

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

12.5.6 The Arbitral Procedure

- 1) Effective Date of Entering Reference: The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) Seat and Venue of Arbitration: The seat of arbitration shall be the place from which the

Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.

- 3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) Oral arguments to be held on a day-to-day basis: Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) Award within 12 (twelve) months: The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- 10) Fast Track Procedure: The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:
 - a) The dispute is to be decided based on written pleadings only.
 - b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.

- c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
 - d) The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.
- 11) Powers of Arbitral Tribunal to grant Interim Relief: The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
 - 12) Confidentiality: As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.
 - 13) Obligation During Pendency of Arbitration: Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

12.5.7 The Arbitral Award

- 1) In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 4) The award of the arbitrator shall be final and binding on the parties to this Contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

12.5.8 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

12.5.9 Cost of Arbitration and fees of the Arbitrator(s)

- 1) The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
- 2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- 3) Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

13. Defaults, Breaches, Termination, and closure of Contract

13.1 Termination due to Breach, Default, and Insolvency

13.1.1 Defaults and Breach of Contract

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

- 1) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) Liquidation: if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

13.1.2 Notice for Default:

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

13.1.3 Terminations for Default

- 1) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.

13.1.4 Contractual Remedies for Breaches/ Defaults or Termination for Default

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

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/ or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.
- 6) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 7) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall,

however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

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

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

13.1.5 Limitation of Liability

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

13.2 Termination for Default/ Convenience of Procuring Entity and Frustration

13.2.1 Notice for Determination of Contract

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

goods/ works.

13.2.2 Frustration of Contract

- 1) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause
 - a) Lack of commercial feasibility or viability or profitability or availability of funds
 - b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

13.3 Closure of Contract

The contract shall stand closed upon

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

14. Code of Integrity in Public Procurement; Misdemeanours and Penalties

14.1 Code of Integrity

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

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

2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

- 7) “Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 8) “Conflict of interest” –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 9) “Obstructive practice” - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

14.2 Obligations for Proactive Disclosures:

- 1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

14.3 Misdemeanours

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

- 1) commits any of the following misdemeanours:
 - (a) violates the code of Integrity mentioned in GCC-clause 14.1 or the Integrity Pact if included in the Tender/ Contract;
 - (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/

work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.

- 2) commits any of the following misdemeanours:
 - (a) has been convicted of an offence:
 - i) under the Prevention of Corruption Act, 1988; or
 - ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - (b) is determined by the Government of India to have doubtful loyalty to the country or on national security consideration.
 - (c) employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

14.4 Penalties for Misdemeanours

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

14.4.1 if the bids are under consideration in any procurement

- 1) calling off of any pre-contract negotiations, and;
- 2) rejection and exclusion of Bidder from the Tender Process

14.4.2 if a contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID -Mumbai Interbank Bid Rate);

14.4.3 Remedies in addition to the above:

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

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

- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this subclause.
- 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:
 - a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
 - b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Format 1: Contract Form

(Ref ITB-clause 10.4)

The President of India, through

DDG (Estates)

Procuring Organisation

[Complete address of the Procuring Entity]

Contract No..... dated.....

To

Contractor [Write Name]

[Complete address of the contractor]

Subject:

Ref: 1. This office' Letter of Award No..... dated

2. This office Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services, dated..... and subsequent Amendment No....., dated..... (If any). (Hereinafter referred to as 'the Tender Document')

3. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of [Procuring Entity]'s authorized, official)

For and on behalf of.....

Received and accepted this Contract

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of

(Name and address of the contractor)

.....

(Seal of the contractor) Place: _____ Date:

Format 1.1: Description of Services

Procuring Entity

Procuring Organisation

[Complete address of the Procuring Entity]

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

Contract No _____; Date _____

Contractor's Name _____

[Address and Contact Details]

*[Give detailed descriptions of the Services to be provided, dates for delivery, place of performance, specific tasks to be approved Procuring Entity, etc. This Description of Services is based on relevant sections in the Tender Document and **incorporates changes agreed upon during evaluation**. It must be noted that this Description of Services takes precedence over the Service Provider's bid, so any changes recommended or requested by the Service Provider do not alter the Services the Service Provider is required to perform **unless agreed to during evaluation and incorporated into this Description of Services.**]*

In the event of any inconsistency between this Description of Services and the 'bid', the priority of interpretation shall be given to this Description of Services.

This format shall cover all details from relevant Sections of the bid.

Format 1.2 Price Schedule

Procuring Entity

Procuring Organisation

[Complete address of the Procuring Entity]

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

Contract No _____; Date _____

Contractor's Name _____

[Address and Contact Details]

[Price Schedule as per BOQ submitted along with all Schedules]

Format 1.3: Bank Guarantee Format for Performance Security

(Ref GCC-clause 5.8)

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract; And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.

ANNEXURE – I

Cluster - I			
S. No	Circle	Land Parcel Identified	Area (in Sq mtrs)
1	Gujarat	Dahod Plot	8094
2	Gujarat	Bardoli Staff Quarter Plot	6000
3	Gujarat	P&T Colony Atul	4851
4	Gujarat	Maninagar PO	2014.49
5	Gujarat	Rajkot Marketing Yard SO	2000
6	Gujarat	Chitra PO plot	20578
7	Gujarat	Wankaner Staff Quarters	7500
8	Gujarat	Jambusar LSG	3160.57
9	Gujarat	Gondal Vijaynagar ND TSO	7588
10	Gujarat	Olpad SO	1762.14
11	Gujarat	Dwarka Staff Quarter	2322.76
12	Gujarat	Mendarda Staff Quarter	2369.35
13	Gujarat	Lalpur SO	1587.34
14	Gujarat	Viramgam MDG	2037.19
15	Gujarat	Maroli Bazar SO	1857.88
16	Gujarat	Porbandar Seva Sadan SO	8093.7
17	Gujarat	Old P&T Colony, Mahesana	5040.82
18	Gujarat	Motipura P&T Colony, Himatnagar	2225.77
19	Gujarat	P&T Colony Surendranagar	4310.52
20	Gujarat	Postal Colony Kapadwanj	4000
21	Gujarat	P&T Colony Silvassa & Silvassa MDG	2100
22	Gujarat	P&T Colony Vapi IE	7723
23	Gujarat	P&T Colony Umargam Town	1486.45
24	Maharashtra	Karmala SO, Pandharpur Division	9000
25	Maharashtra	Newasa PO Old dilapidated building, Shrirampur Division	243.4
26	Maharashtra	Shirur SO under Baramati Division	464.51
27	Maharashtra	Khadapaband, Ponda-Goa	2625
28	Maharashtra	Kvathe Mahankal (Sangli)	3100
29	Maharashtra	Gadhinglaj Plot	3110
30	Maharashtra	Kagal Plot	1315.3
31	Maharashtra	Mandangad, Ratnagiri	1850
32	Maharashtra	Talera	3900
33	Maharashtra	Umari Plot	12336
34	Maharashtra	Barshitakli	1214
35	Maharashtra	Rajura	799.89
36	Maharashtra	Sironcha	901.1
37	Maharashtra	Jalna RS SO & Vacant Plot, Dist Jalna	16187.42
38	Maharashtra	HRO Mails old Bhusawal	654

39	Maharashtra	Sailu Vacant Plot	319.59
40	Maharashtra	Narsi Namdev Vacant Plot	223.04
41	Maharashtra	Georai Sub Post office,	2833.26
42	Maharashtra	Chinchbunder PO	511.98
43	Maharashtra	Colaba PO	362.88
44	Maharashtra	Kurla Post Office	379.79
45	Maharashtra	Devi Chowk Plot, Nashik	865.8

Cluster - II			
S. No	Circle	Land Parcel Identified	Area (in Sq mtrs)
1	Assam	Hengrabari Postal Colony, Guwahati	2809.2
2	Assam	Rampur, Guwahati	802.97
3	Assam	Guwahati Airport	4550.18
4	Assam	Sarupathar, Sivasagar	669.14
5	Assam	Barbhetta, Sivasagar	1338.28
6	Bihar	P & T Colony Kidwaipuri, Patna (Jointly Held Properties)	76978.51
7	Chhattisgarh	Barron Bazar,Postal Colony	1939.7
8	Jharkhand	Bhandariya	2954.2
9	Jharkhand	Ranka Raj	776.99
10	North East	Kacherghat, Tripura	2521
11	North East	Venghmun, Tripura	768.9
12	Odisha	Banki MDG	5260.91
13	Odisha	Dhenkanal Vacant land (Vacant land adjacent to DKDC-Dak Karmayogi Development Centre)	6151.22
14	Odisha	IQ Puri	4046.86
15	Odisha	Sakhigopal, Puri	2144.83
16	Madhya Pradesh	Chachoda SO, Guna Division	65.06
17	Madhya Pradesh	Sironj Plot, Vidisha Division	1339
18	Madhya Pradesh	Narmadapuram Postal colony, Narmadapuram Division	278.81
19	Madhya Pradesh	Joura SO, Morena Division	260
20	Madhya Pradesh	Biaora MDG, Sehore Division	464.68
21	Madhya Pradesh	Unhel SO, Ujjain Division	55.76
22	Madhya Pradesh	Dhanpuri SO, Shahdol Division	74.35
23	Madhya Pradesh	Dindori MDG, Mandla Division	60.41
24	West Bengal	Kajlagarh, East Medinipur	242.79
25	West Bengal	Dhupguri, Jalpaiguri	300
26	West Bengal	Rajganj, Jalpaiguri	1200
27	West Bengal	Nagrakata, Jalpaiguri	800
28	West Bengal	Jhaljhalia, Malda	3382.69
29	West Bengal	Samsi, Malda	508.83
30	West Bengal	Chakvrigu, Dakshin Dinajpur	2132.66

31	West Bengal	Mt. Eagle Villa, Darjeeling	720
32	West Bengal	Namkhana PO, South 24 Parganas	1200.27
33	West Bengal	Diamond Harbour PO, South 24 Parganas	3500.25
34	West Bengal	Ghatdurlavpur, Birbhum	40.46
35	West Bengal	Nalhati PO, Birbhum	316.6
36	West Bengal	Hura, Purulia	323.86
37	West Bengal	Kaikala, Hooghly	19.51
38	West Bengal	Mouza-Madhabur, Howrah	254.69
39	West Bengal	Basuri, Hooghly	283.19
40	West Bengal	Aniya, Hooghly	202.28
41	West Bengal	Duttapulia, Nadia	89.57

Cluster - III			
S. No	Circle	Land Parcel Identified	Area (in Sq mtrs)
1	Haryana	Sector-15 Sub Office, Panchkula, Ambala Division	273.46
2	Haryana	IE Kundli Post Office, Sonipat, Sonipat Division	444.47
3	Himachal Pradesh	Jahlaman Vacant plot under Mandi Division	202
4	Himachal Pradesh	Chachiot vacant Plot under Mandi Division	162
5	Himachal Pradesh	Tauni Devi vacant plot	607.032
6	Himachal Pradesh	Blessington Line, Shimla	610.5
7	Himachal Pradesh	Ghumarwin SO, Bilaspur	3237.49
8	Punjab	Tuto Mazara SO, Hoshiarpur	1281.53
9	Punjab	Nawanshahr MDG, SBS Nagar	4150.37
10	Rajasthan	Chirawa HO	8800
11	Rajasthan	Kapasan SO	1500
12	Rajasthan	Makrana SO & Postal Colony	8100
13	Rajasthan	Saraswati Nagar - II Jodhpur	5577.89
14	Rajasthan	Shahpura SO, Bhilwara	19230.09
15	Rajasthan	RMS DO Jodhpur	3041
16	Rajasthan	Postal Colony Sikar	10300.62
17	Rajasthan	Pisangan SO, Beawar	1602.57
18	Uttar Pradesh	Mahaban, Mathura	4010
19	Uttar Pradesh	Kotla, Mainpuri	288.5
20	Uttar Pradesh	Kurra, Mainpuri	850
21	Uttar Pradesh	Daha, Baghpat	1770
22	Uttar Pradesh	Kairana, Baghpat	389
23	Uttar Pradesh	Rajabpur, Moradabad	607
24	Uttar Pradesh	Itaura Buzurg plot, Raebareli	3231.1

25	Uttar Pradesh	Bachhrawan SO, raebareli	1373.48
26	Uttar Pradesh	Masauli SO, Barabanki	1850.56
27	Uttar Pradesh	Saipur SO, Ghazipur	2114
28	Uttar Pradesh	Gahmar SO, Ghazipur	2024
29	Uttar Pradesh	Mariyahu SO, Juanpur	3609
30	Uttar Pradesh	Begum Sarai SO (Sulem Sarai Plot)	19996
31	Uttar Pradesh	Sangipur plot, Prayagraj	510
32	Uttar Pradesh	Raniganj Building, Prayagraj/Replaced by Dwarikaganj	1210
33	Uttar Pradesh	Siddharthnagar HO, Basti	5000
34	Uttar Pradesh	Afim Kothi, Gonda/Replaced by Kaiserganj	900
35	Uttar Pradesh	Maharajganj HO, Maharajganj	150
36	Uttar Pradesh	Phoolpur, Azamgarh	600
37	Uttar Pradesh	IE Sahababad Plot/Replaced by Gaziabad city PO	2372
38	Uttar Pradesh	Sachendi Plot Kanpur	720
39	Uttar Pradesh	Indira Nagar Plot Banda, kanpur	9350
40	Uttarakhand	Naugaonkhal	1200

Cluster - IV

S. No	Circle	Land Parcel Identified	Area (in Sq mtrs)
1	Andhra Pradesh	Attili Vacant Site	2306.79
2	Andhra Pradesh	VTPS Vacant Site (Ibrahimpatnam)	1618.74
3	Andhra Pradesh	Chittoor Staff Quarters Vacant Site, Santhapet, Chittoor District	15054.3
4	Andhra Pradesh	Staff Quarters Vacant Site at Nandyal, Nandyal District	8012.77
5	Andhra Pradesh	Chodavaram Vacant Site	1254.19
6	Andhra Pradesh	Noonpalle, Nandyal	202.3
7	Andhra Pradesh	Rompicherla (Gift Deed), Tirupati	195.26
8	Andhra Pradesh	Arasavilli, Srikakulam	4492.01
9	Kerala	Mulangunnathkavu	606.9
10	Kerala	Kadakkapally	728
11	Kerala	Mulanthuruthy	940
12	Kerala	Perumbavoor SQ site	3724.16
13	Kerala	Manjeri staff quarters site (manjeri Div)	2982
14	Kerala	Villyappalli PO vacant site	749.015
15	Kerala	Kudlu PO site	404.64
16	Kerala	Cherakkara, Thalassery Div	533.52
17	Kerala	Valancheri (Tirur Div)	809
18	Kerala	Chathanoor	205.56
19	Kerala	Kaipamangalam	203.2
20	Kerala	Azhiyur PO vacant site	1214.1
21	Kerala	Cherukunnu PO site, Kannur Dn	849.56

22	Kerala	Kuttippuram, Tirur Dn	1618
23	Telangana	Garrepalli	750
24	Telangana	Molangur	374
25	Telangana	Marchala	752.5
26	Telangana	Thoodkurthy	231.88
27	Telangana	Rajampet Colony	8093.71
28	Telangana	Patterghatti	304
29	Telangana	Darushifa	135.75
30	Telangana	Sahifa	110

Cluster - V			
S. No	Circle	Land Parcel Identified	Area (in Sq mtrs)
1	Karnataka	Sankeshwar Market yard Vacant Site	929.03
2	Karnataka	Kumta Staff Quarters Site	2942.063
3	Karnataka	Appagere, Channpatna	2 Acres 14 Guntas
4	Karnataka	Kushalnagara	1578
5	Karnataka	Srinivaspura	789
6	Karnataka	Katipalla	2024
7	Karnataka	Gubbi	910
8	Karnataka	Kunigal	929
9	Karnataka	Kota	890
10	Karnataka	Malpe	1619
11	Karnataka	D U Layout Sq Site	2653
12	Karnataka	Huliyar	582.8
13	Karnataka	Kadaba	83.3
14	Karnataka	Birur	594.79
15	Karnataka	Maddur Town	331.54
16	Karnataka	Pandavapura	220.22
17	Karnataka	SR Patna Sq Site	1012.18
18	Karnataka	Chickjajur	929.03
19	Karnataka	Parasurapura	1672
20	Karnataka	Guruvayanakere	1011.87
21	Karnataka	Talkad	929.03
22	Karnataka	Kaiwara	929.36
23	Karnataka	Dalasanur	464.68
24	Karnataka	Gorur	1161.71
25	Karnataka	Yeslur	743.49
26	Karnataka	Muddebihal Staff Quarters site	2564.124
27	Tamil Nadu	Maraimalai Nagar vacant site	1198.44
28	Tamil Nadu	Maduravoyal vacant site	485.62

29	Tamil Nadu	Anna Nagar Western Extension SO	1104.52
30	Tamil Nadu	Aynavaram SO	3278.63
31	Tamil Nadu	Pennagaram vacant site	1011.72
32	Tamil Nadu	Krishnagiri Project vacant site	687.96
33	Tamil Nadu	Cherambaadi vacant site	931.97
34	Tamil Nadu	Pethanaickenpalayam vacant site	1848.53
35	Tamil Nadu	Namagiripettai vacant site	1011.71
36	Tamil Nadu	Mettur Dam vacant site	3480.29
37	Tamil Nadu	Seeliyur vacant site	1013.01
38	Tamil Nadu	Annur vacant site	1013.01
39	Tamil Nadu	Courtallam Holiday Home vacant site	890.61
40	Tamil Nadu	Courtallam Staff Quarters vacant site	4736.52
41	Tamil Nadu	Kadayanallur vacant site	1295.45
42	Tamil Nadu	Melur vacant site	7293.68
43	Tamil Nadu	Checkanurani vacant site	526.76
44	Tamil Nadu	Paramakudi SQ vacant site	4838.66
45	Tamil Nadu	Jawahar Nagar SO	809.66
46	Tamil Nadu	Tirumanilaiyur SO	8263
47	Tamil Nadu	Industrial Colony SO	1057.62
48	Tamil Nadu	Sabha Nagar vacant site	21734
49	Tamil Nadu	Peravurani vacant site	2023.43