

PORBANDAR MUNICIPAL CORPORATION

Governing Conditions of Tender (GCT)

Document Overview and Clause Index

A. NATURE AND SCOPE OF THIS DOCUMENT

These Governing Conditions of Tender (GCT) constitute the master general conditions of procurement applicable to all tendering and contracting activities of the Authority. They cover the full lifecycle of procurement — from pre-bid to contract closure — including eligibility, bid submission, evaluation, award, execution, defaults, penalties, debarment, dispute resolution, and termination.

These conditions apply, mutatis mutandis, to all categories of procurement undertaken by the Authority, including works, civil works, goods, supplies, services, consultancy, design, engineering, EPC, maintenance, operation and maintenance, annual maintenance contracts, rate contracts, framework contracts, turnkey contracts, and hybrid contracts, to the extent relevant to the nature and scope of the particular procurement.

Tender-specific schedules, data sheets, technical specifications, scope documents, special conditions, addenda, and corrigenda issued for each individual tender shall be read harmoniously with this GCT. Where a conflict arises, the more specific or more stringent provision shall ordinarily prevail. No provision of any tender-specific document shall be construed as diluting the Authority's rights or the Bidder's obligations under this GCT unless expressly and specifically stated to that effect in writing.

B. HOW TO READ THIS DOCUMENT

This GCT contains **74 clauses, 3 affidavits, and 14 forms**, organised into thematic groups. The clause index provided here maps every clause by group and subject. Bidders are advised to read the index first, identify clauses relevant to the stage they are addressing, and cross-reference the tender-specific schedule where applicable.

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Governing Conditions of Tender (GCT)

Notwithstanding anything contained elsewhere or anywhere in the Tender Document, the provisions of these Governing Conditions of Tender shall prevail; provided, however, that where any other clause or condition of the Tender Document imposes a stricter obligation, higher standard, wider protection, additional safeguard, or more onerous requirement in favour of the Authority, such clause or condition shall be read harmoniously with these Governing Conditions of Tender and shall prevail to the extent it affords greater protection or benefit to the Authority.

For the purposes of this Tender Document, unless the context otherwise requires, the term "the Authority" shall mean the Municipal Commissioner or the Deputy Municipal Commissioner, as the context requires.

Headings, subheadings, and titles are indicative in nature and are used solely for ease of reading and convenience. This Document shall apply in its entirety to the entire process of tendering.

The Bidders may find **affidavits and forms** at the end of this document.

Interpretation, Applicable Guidelines, Tender Publication and Pre-Bid Controls

1. Interpretation and Applicable Guidelines

- (a) This Clause shall apply to all stages of the tender process, including but not limited to the pre-bid stage, evaluation, post-award contract administration, and the execution of works.
- (b) Where any provision of the Tender Document or the subsequent Agreement is silent, unclear, inconsistent, or requires interpretation, the Authority shall have the sole and absolute power to interpret such provision in accordance with:
 - (i) the Central Public Works Manual;
 - (ii) the Gujarat Public Works Manual;
 - (iii) Government Resolutions, Circulars, and Instructions issued by the Roads & Buildings Department, Government of Gujarat;
 - (iv) guidelines, manuals, circulars, and instructions issued by the concerned Department or the Authority of Government governing such subject work, including but not limited to GWSSB in case of water supply or sewerage works;
 - (v) any applicable procurement manual, departmental guideline, GR, policy, SOP, or statutory framework governing the subject matter of the tender;as applicable on the last date of submission of bids.

- (c) In case of conflict, the following order of precedence shall apply, subject always to any express overriding provision in these Governing Conditions of Tender:
- (i) the Tender Document shall prevail over all manuals, circulars, guidelines and general instructions;
 - (ii) special conditions of contract shall prevail over standard conditions;
 - (iii) specific technical conditions shall prevail over general instructions; and
 - (iv) where two or more provisions are capable of simultaneous application, they shall be construed harmoniously to the maximum extent possible. In the event of any inconsistency, the more specific provision shall prevail over the more general provision, and the more stringent requirement or the interpretation more favourable to the Authority and public interest shall prevail to the extent of such inconsistency.
- (d) The Bidder/Agency acknowledges and agrees that the Authority is the sole, primary and competent authority to interpret the provisions of the tender conditions and the contract terms.
- (e) Accordingly, the Bidder/Agency further agrees that such interpretation shall be final, binding, and conclusive for all purposes, including dispute resolution.
- (f) The Bidder/Agency shall have no right to dispute, challenge, or question the Authority's interpretation, nor shall it be entitled to seek an interpretation from the Authority. Any clarification sought by a Bidder/Agency shall be only through the procedure prescribed under the Tender Document, and no oral or informal interpretation shall bind the Authority.
- (g) The Bidder/Agency shall not raise any frivolous, speculative, obstructive, mala fide, artificial, or deliberately strained dispute regarding interpretation of the Tender Document, nor rely upon technical ambiguity, inconsistency, omission, or drafting imperfection for securing any unfair advantage, avoiding obligations, delaying performance, obstructing the tender process, or disrupting execution of the work. Any such conduct may be treated as non-cooperation, abuse of process, lack of good faith, or obstructive conduct, and shall render the bid liable for rejection or the Bidder/Agency liable for such action, including Penal Actions under Clause 39, as the Authority may deem appropriate under the Tender Document and applicable law.

2. Publication, Corrigenda, Clarifications and Pre-Bid Stage

- (a) A pre-bid meeting shall be held only if specifically stated in the Tender Document. If not so stated, no Bidder shall have any right to demand, insist upon, or rely upon the holding of a pre-bid meeting or any consequences arising from its non-holding.

- (b) Participation in a pre-bid conference, where held, shall not be mandatory unless specifically stated in the Tender Document. Non-participation shall not confer any right to seek extension, relaxation, or special consideration.
- (c) The Authority may, at its sole discretion, publish the tender notice, bid document, addenda, clarifications, corrigenda, pre-bid minutes, and any extension of bid submission time on the e-tender portal and/or such other mode as the Authority deems appropriate.
- (d) The Bidder shall be solely responsible to regularly check the e-tender portal and all notified communication channels for any addendum, clarification, corrigendum, extension, or other modification. No separate individual notice shall be necessary, and no Bidder shall claim ignorance of any such publication.
- (e) The Authority may, suo motu or in response to queries raised in a pre-bid conference or otherwise, issue clarifications and/or corrigenda at any time prior to the last date of bid submission.
- (f) Every corrigendum, addendum, clarification, extension, reply to query, pre-bid minute, modification, notice, direction, or communication published on the e-tender portal or through such other official mode as prescribed by the Authority shall be deemed to form an integral and binding part of the Tender Document immediately upon such publication.
- (g) Minutes of the pre-bid meeting, where held, and all consequential clarifications/corrigenda, if any, may be published on the e-tender portal or through such other official mode as the Authority deems appropriate, ordinarily within such period as the Authority considers reasonable. Delay or non-publication of minutes separately shall not invalidate the tender process where the relevant clarification/corrigendum has otherwise been officially issued.
- (h) Where any corrigendum, clarification, addendum, or amendment materially affects eligibility, technical specifications, scope, quantities, commercial conditions, or bid preparation, the Authority may, at its sole discretion, extend the last date of submission and corresponding bid validity/security timelines. No Bidder shall claim any vested right, prejudice, compensation, or challenge on account of such extension or non-extension.
- (i) The Bidder shall be conclusively deemed to have regularly checked the e-tender portal and official communication channels up to the last date and time of submission of bid and to have taken into account all such publications while preparing and submitting the bid. No plea of ignorance, non-availability, non-reading, misunderstanding, delayed access, or non-receipt shall be maintainable against the Authority.

- (j) No oral statement, discussion, correspondence, meeting, or clarification by any officer, consultant, or representative of the Authority shall bind the Authority unless reduced into writing and issued as a formal clarification or corrigendum on the e-tender portal.
- (k) Any query not raised within the time prescribed in the Tender Document may be disregarded. The Authority shall have no obligation to respond to any belated query.

3. Site Visit and Deemed Knowledge

- (a) The Bidder shall, before submission of the bid, be deemed to have independently inspected and fully satisfied itself about the site of work, its surroundings, access roads, utilities, local conditions, constraints, and all other matters affecting execution, pricing, time, risk, and performance.
- (b) The Authority may, in the Tender Document or by written instruction, prescribe the mode, form, proof, or certification of site visit. Where so prescribed, the Bidder shall strictly comply with the same within the manner and time specified. Where no such requirement is prescribed, the Bidder shall be conclusively deemed to have visited and inspected the site and obtained all necessary information at its own cost, responsibility, and risk.
- (c) No failure to inspect the site, obtain local information, or assess site conditions shall entitle the Bidder to claim ambiguity, misunderstanding, extra cost, extension of time, compensation, or any other relief against the Authority.
- (d) Any pre-bid meeting, site remark, oral statement, or informal assurance shall not bind the Authority unless reduced into writing and issued through the e-tender portal or other prescribed official mode.
- (e) The Bidder shall be bound by all corrigenda, addenda, clarifications, and pre-bid minutes published on the e-tender portal or through other official written mode.
- (f) The Authority may reject any claim, excuse, or objection based on site conditions or local circumstances if such matter could reasonably have been discovered by the Bidder before submission of the bid.

Bid Submission and Bid Validity

4. Bid Submission

- (a) Submission of bids shall be strictly in online electronic format only. All mandatory documents, duly signed and scanned, shall be uploaded on the e-tender portal within the stipulated time. The Bidder shall be responsible for ensuring successful upload and visibility on the e-tender portal, and the portal upload record shall prevail over any later assertion by the Bidder.

- (b) The Bidder shall submit only the Tender Fee and Earnest Money Deposit (EMD) in a physical cover through R.P.A.D./Speed Post within the stipulated time.
- (c) Any bid or document submitted in physical form, other than the Tender Fee and Earnest Money Deposit (EMD) as specified herein, shall not be considered under any circumstances, without any discretion or relaxation by the Authority.
- (d) The Bidder shall remain solely responsible for timely preparation, upload, encryption, submission, and confirmation of bid submission on the e-tender portal. Any portal congestion, internet failure, browser incompatibility, technical malfunction, digital signature issue, upload error, or system issue at the Bidder's end shall be entirely at the Bidder's risk, and no extension, relaxation, reopening, or special consideration shall be claimed on that basis.
- (e) Any request, representation, or attempt by a Bidder for consideration of any document not uploaded on the e-tender portal or submitted after the stipulated deadline, for any reason whatsoever, shall not be entertained and shall lead to immediate disqualification of the Bidder.
- (f) The portal-generated submission record, activity log, encryption status, timestamp, acknowledgement, bid-opening record, system-generated report, and electronic audit trail maintained by the e-tender portal and/or the Authority shall be treated as final and binding evidence of electronic tender activity.
- (g) In the event of a technical failure of the e-tender portal attributable to the Authority's own system or authorised service provider, the Authority shall issue a formal written notification specifying the nature of failure and, where warranted, a revised submission window. Unless such formal notification is issued by the Authority, no Bidder shall have any right to claim that portal downtime prevented submission, and no extension of bid submission deadline shall be granted on that account. Where the Authority issues a revised window, all other tender timelines shall stand proportionately extended.
- (h) Failure of any Bidder's own system, internet connectivity, device, or digital signature infrastructure shall under no circumstances constitute grounds for any extension or relief, regardless of the proximity of such failure to the submission deadline.

5. Original Tender Fee and EMD Submission

Upon submission of the online bid, the Bidder shall ensure submission of the original Tender Fee and EMD within the stipulated time and in the prescribed manner. Failure to do so may render the bid ineligible, and the Authority may, without further notice

and without assigning any reason, exercise Penal Actions (Clause 39), depending upon the nature, gravity, and circumstances of the default.

6. Bid Validity, Withdrawal and Modification

- (a) Every bid shall remain valid for the period specified in the Tender Document, and the Bidder shall not withdraw, revoke, vary, qualify, or modify the bid during the validity period except to the extent expressly permitted by the Authority in writing.
- (b) Where the Tender Document provides for extension of bid validity, the Bidder shall extend the validity of the bid, bid security, EMD, bank guarantee, and any other security or instrument required under the tender, within the time specified by the Authority, failing which the bid may be treated as withdrawn and the Authority may invoke all available remedies.
- (c) Bidders may modify or withdraw their bids only in the online manner and only up to the deadline prescribed in the Tender Document. Withdrawal of a bid, refusal to extend validity, or any unilateral attempt to alter the bid during the validity period shall constitute a material default and may result in rejection, forfeiture of EMD/bid security, disqualification, debarment, blacklisting, and exercise Penal Actions under Clause 39.
- (d) The Bidder shall not seek withdrawal, alteration, or modification on the ground of error, omission, miscalculation, market fluctuation, or any similar circumstance after submission of the bid.
- (e) The Authority may, at its sole discretion, extend, revise, amend, or cancel the bid submission schedule if it considers such course necessary for transparency, competition, fairness, or public interest. No Bidder shall have any claim for compensation or relief on account of any such action.

Eligibility, Disclosure and Responsiveness

7. Qualification Restrictions for Bidders

- (a) Where, and only to the extent that, the relevant Government Rule, Resolution, Circular, Manual, or tender condition expressly permits reliance upon the qualification, experience, credentials, or eligibility of any separate legal entity, the Bidder may rely upon such entity strictly in accordance with such Government Rule, Resolution, Circular, Manual, or tender condition.
- (b) The Bidder shall mandatorily produce, identify, and specifically rely upon such Government Rule, Resolution, Circular, Manual, or tender condition permitting such

- reliance, failing which the Authority shall not consider any qualification, experience, credentials, or eligibility of such separate legal entity for any purpose whatsoever.
- (c) In such case, the type and status of the separate legal entity shall be governed primarily by the applicable Government Rule, Resolution, Circular, Manual, or tender condition, if specifically prescribed therein.
 - (d) The Bidder shall also submit a duly signed and stamped No Objection Certificate from such entity, and such entity shall also independently satisfy all applicable eligibility and qualification criteria prescribed under the tender.
 - (e) For the purpose of this clause, “separate legal entity” includes any company, firm, LLP, partnership, proprietorship, JV member, OEM, supplier, associate, affiliate, subsidiary, parent, sister concern, or any other person/entity whose credentials, documents, support, or arrangement is used directly or indirectly for eligibility or qualification, but only where such reliance is permitted under the applicable Government Rule, Resolution, Circular, Manual, or tender condition.

8. Joint Venture — Eligibility, Constitution and Governance

- (a) Prohibition and Applicability : Bidding through Joint Venture, Consortium, Association, unincorporated grouping, or any similar arrangement (collectively, “JV”) shall not be permitted unless the Tender Notice, Data Sheet, or an express provision of the Tender Document specifically permits such participation. Where such permission is not expressly granted, any bid submitted as a JV shall be treated as non-responsive and liable for rejection without further reference. Sub-clauses (b) through (m) of this clause apply in their entirety only where such express permission has been granted. No provision of this clause shall be construed as permitting JV bidding in any tender where such permission has not been expressly granted.
- (b) Constitution, Lead Member and Authority: Where JV bidding is permitted
 - (i) The JV shall designate one member as Lead Member in the JV Agreement submitted with the bid. The Lead Member shall be the sole authorised representative of the JV for all communications, instructions, decisions, submissions, and obligations with the Authority. Any communication addressed to or received from the Lead Member shall be deemed binding on the entire JV and all its members.
 - (ii) The JV Agreement shall:
 - (A) be executed on appropriate stamp paper of the value required under applicable law and duly notarised;

- (B) be unconditional and irrevocable throughout the tender process and the entire contract period;
 - (C) expressly recognise and preserve the Authority's right to enforce all obligations, representations, warranties, declarations, undertakings, liabilities, indemnities, and commitments arising under the JV Agreement, Tender Document, and Contract against any or all JV members; and
 - (D) contain such provisions and be in such form as the Tender Document prescribes or the Authority directs.
- (iii) The Lead Member shall be authorised by each other JV member by a duly executed, irrevocable power of attorney, which shall remain valid throughout the tender process and the contract period, and shall be submitted as part of the bid.
- (iv) The Lead Member shall have full authority to bind the JV and all its members in all dealings with the Authority, including bid submission, execution of contracts, correspondence, receipt of payments, receipt of notices, and giving of any undertaking or waiver.
- (v) The Lead Member's designation shall be irrevocable except with prior written approval of the Authority.
- (c) Joint and Several Liability — Absolute : All members of the JV shall be jointly and severally liable to the Authority, absolutely, unconditionally, and without any limit, qualification, or internal restriction, for:
- (i) the entire performance of all obligations under the Tender Document, the contract, and any work order issued thereunder;
 - (ii) all representations, warranties, declarations, affidavits, and undertakings made in the bid or contract by any JV member;
 - (iii) all liquidated damages, penalties, recoveries, costs, losses, damages, and other amounts due to the Authority;
 - (iv) compliance with all statutory, labour, safety, tax, insurance, and other obligations; and
 - (v) all acts, omissions, defaults, breaches, misrepresentations, and misconducts of any JV member. The Authority shall have the sole and absolute right to proceed against any one or more JV members, jointly or severally, in any sequence or simultaneously, without first exhausting remedies against any other member. No JV member shall raise any defence based on inter-se arrangements or any alleged primary or secondary liability of any particular member.

- (d) Authority's Right to Deal with Any Member : Notwithstanding the designation of the Lead Member, the Authority may, at its sole and absolute discretion, communicate, issue instructions or notices, make or withhold payments, and exercise any right or remedy against any one or more JV members directly, whether or not through the Lead Member, as the Authority in its absolute discretion considers appropriate. No JV member shall raise any objection, dispute, or defence on account of the Authority exercising this right.
- (e) Prohibition on Restructuring, Exit or Change Without Prior Approval. After submission of the bid:
- (i) No JV member shall exit, withdraw, be substituted, be replaced, or otherwise cease to be a member of the JV without the prior written approval of the Authority, which may be granted or refused in the Authority's sole and absolute discretion without any obligation to assign reasons.
 - (ii) No change in the role, designation, participation percentage, or responsibility allocation of any JV member shall be made without prior written approval of the Authority.
 - (iii) The JV shall not be reconstituted, dissolved, altered, or modified in any manner without prior written approval of the Authority.
 - (iv) Any exit, withdrawal, substitution, reconstitution, dissolution, or modification without prior written approval shall constitute a material breach, shall entitle the Authority to terminate the contract, forfeit all securities, and exercise Penal Actions (Clause 39), and shall not relieve any original JV member of joint and several obligations under this Tender Document.
 - (v) Any request for approval shall not create any right to approval. The Authority may grant, refuse, conditionally grant, or defer approval in its sole discretion and may require fresh affidavits, disclosures, eligibility documents, powers of attorney, revised JV documents, additional performance security, replacement guarantees, or any other safeguards it considers necessary.
- (f) Authority's Right on Unauthorised Change or JV Dissolution : Where any change in the composition or structure of the JV occurs without the prior written approval of the Authority — whether by voluntary action, operation of law, court order, insolvency event, or any other cause — the Authority may, without prior notice, cure opportunity, or compensation:
- (i) rescind the award or terminate the contract;
 - (ii) forfeit the entire EMD, bid security, performance security, and all deposits and securities furnished under the Tender Document;

- (iii) execute the balance work at the risk and cost of all original JV members jointly and severally; and
 - (iv) exercise Penal Actions (Clause 39) against any or all original JV members. Such forfeiture and action shall not require any separate show-cause notice and shall not give rise to any claim for compensation by any JV member.
- (g) Performance Security, EMD and Securities : All bid security (EMD), performance security, bank guarantees, insurance surety bonds, and other security instruments shall be furnished in the name of the JV as a whole and not solely in the name of any individual member. Each JV member shall be jointly and severally liable to the Authority for the entire value of such security. The Authority shall be entitled to invoke or encash any such security against any or all JV members, in its sole discretion. The enforceability of all securities shall not be affected by any change in the JV's composition, or by any insolvency, dissolution, or exit of any JV member.
- (h) Authority's Rights on Insolvency, Dissolution or Disqualification of Any JV Member :
Upon occurrence of any of the following events in respect of any JV member:
- (i) any CIRP application, winding up, insolvency, dissolution, or bankruptcy filing or admission;
 - (ii) appointment of any IRP, RP, Liquidator, Receiver, Administrator, or analogous officer;
 - (iii) any change in control of any JV member without prior written approval of the Authority;
 - (iv) death, mental incapacity, insolvency, or dissolution of a non-corporate JV member;
 - (v) debarment, blacklisting, suspension, or disqualification of any JV member by any authority; or
 - (vi) occurrence of any event under Clauses 52 or 53 (Insolvency Provisions) in respect of any JV member — the Authority shall have the right, exercisable at its sole and absolute discretion and without prior notice or hearing, to:
 - (A) terminate the contract and encash or invoke all available securities;
 - (B) proceed against all remaining JV members jointly and severally for full performance and all dues;
 - (C) step in and execute the balance work at the risk and cost of all original JV members jointly and severally;
 - (D) exercise Penal Actions (Clause 39) against any or all JV members; and
 - (E) take any other action available under the Tender Document and applicable law. The obligation of the remaining JV members to perform the

contract in full shall not be diminished, suspended, or extinguished by any event affecting any other JV member.

- (i) Inter-Se Arrangements Cannot Bind the Authority : No inter-se agreement, arrangement, understanding, or division of responsibilities or liability among JV members — whether contained in the JV Agreement, any MOU, any internal arrangement, or any court order — shall affect or limit the Authority's rights against any or all JV members, jointly or severally. The Authority shall not be bound by, nor required to refer to, any such arrangement before exercising any right against any JV member. The internal liability of JV members inter se shall be entirely their own affair and no reliance thereon shall be placed against the Authority.
- (j) Continuing Disclosure and Statutory Compliance by All JV Members : Each JV member shall independently comply with the disclosure obligations under Clause 11 (Non-Blacklisting/Debarment Eligibility) and Clause 12 (Material Disclosure / Debarment / Litigation), Clause 13 (Disqualification for Non-Disclosure, Withholding or Misrepresentation of Information), Clause 14 (False Declarations and Suppression), the post-award continuing disclosure obligation under Clause 24 (Post-Award Continuing Disclosure Obligation), and the notification obligations under Clauses 52 and 53 (Insolvency Provisions). The JV as a whole shall be jointly and severally responsible for ensuring compliance in respect of each member. Failure by any one JV member to comply shall be treated as failure by the entire JV. Each JV member shall separately submit Affidavits A, B, and C and all applicable disclosure Forms forming part of this Tender Document.
- (k) No Privity with Sub-Members : The Authority shall not have, or be deemed to have, any privity of contract, fiduciary relationship, or obligation with any sub-member, sub-partner, consortium participant, or associate of any JV member who is not a named party to the JV Agreement submitted with the bid. No such person shall have any right to raise any claim, dispute, or demand against the Authority.
- (l) Survival : The joint and several liability of all JV members under this clause shall survive termination, completion, expiry, rescission, dissolution, or discharge of the contract for all purposes of claim, recovery, penalty, indemnity, and proceedings permitted under the Tender Document and applicable law.
- (m) General Applicability for JV : Unless the context otherwise expressly requires, all provisions of the Tender Document—including these Governing Conditions—shall apply mutatis mutandis to the Joint Venture, the Lead Member, and each individual member, both jointly and severally, notwithstanding any internal arrangements between such members. Any failure, default, breach, non-compliance, disqualification,

ineligibility, suppression, misrepresentation, blacklisting, debarment, insolvency-related event, or other adverse circumstance affecting any individual member may, at the Authority's sole discretion, be treated as a default by the Joint Venture in its entirety, without prejudice to any other rights or remedies available to the Authority under the Tender Document or applicable law.

9. Curable and Non-Curable Defects

All requirements mandated under the tender shall be non-curable unless specified otherwise in a particular clause. The decision of the Authority in this regard shall be final.

10. Stamp Duty Compliance

All agreements, MOUs, affidavits, undertakings, declarations, powers of attorney, and other documents required under the tender shall be executed on the stamp value specifically prescribed in the tender document. Where the tender does not prescribe a specific value, the document shall be executed on the stamp duty applicable under the prevailing law on the date of execution. In case of any inconsistency, the higher prescribed requirement shall prevail. The Bidder shall not be entitled to rely upon ambiguity, inadvertence, clerical mistake, or alleged procedural hardship to cure stamp duty non-compliance. Any stamp duty non-compliance shall constitute a non-curable defect and shall render the bid ineligible.

11. Non-Blacklisting/Debarment Eligibility

(a) The Bidder shall not:

- (i) have been blacklisted;
- (ii) debarred;
- (iii) suspended;
- (iv) terminated for default; or
- (v) declared non-performing,

by any Government Department, Government Undertaking, Statutory Authority, Local Authority, Urban Local Body, Panchayat, Board, PSU, Corporation, Instrumentality of the State, including any entity controlled, owned, funded, or substantially financed by the Government or falling within the meaning of public authority, local authority, or instrumentality of the State, during the preceding five years from the last date of submission of the bid. For this, the Bidder shall submit an undertaking on affidavit with the bid.

The Bidder shall not have been constituted or operating, in the Authority's reasonable determination, as an alter ego, successor-in-substance, or instrument of circumvention of any entity falling within sub-clauses (a)(i) to (a)(v) above, having regard to substantial commonality of management, ownership, beneficial interest, or operational assets.

- (b) The Bidder shall disclose all such past and present proceedings, orders, notices, and actions for the preceding five years from the last date of submission of bid, whether concluded or pending.
- (c) The disclosure obligation shall also extend to any person or entity whose qualification, experience, credentials, or eligibility are relied upon in the bid as per Clause 7 (Qualification Restrictions for Bidders) of Governing Conditions of Tender and such entity shall also submit a non-blacklisting undertaking on affidavit.
- (d) The disclosure obligation shall also extend to the Bidder's directors, partners, proprietors, control persons, and beneficial owners, Key Managerial Personnel as defined under the Companies Act, 2013 — including the Chief Executive Officer, Chief Financial Officer, Company Secretary, Managing Director, and any Whole-Time Director — and their equivalents in non-corporate entities, joint venture partners, MOU partners, consortium, technical tie-up, lease arrangement, supply arrangement, OEM support, parent/subsidiary relationship, sister concern, merger/amalgamation, or any similar arrangements to the extent their status or conduct has a bearing on eligibility or integrity.
- (e) Any suppression, concealment, false declaration, or misleading disclosure regarding the above requirements shall render the bid ineligible, result in forfeiture of EMD, cancellation of award, and Penal Actions (Clause 39).
- (f) For the purpose of this clause, any order of blacklisting, debarment, suspension, termination for default, or similar disqualification shall be treated as a disqualification notwithstanding any subsequent cancellation, revocation, withdrawal, setting aside, or rendering inoperative by the issuing authority or any competent administrative authority; provided that where such subsequent order expressly states that the original order stands revoked, withdrawn, or set aside from its original effective date, or otherwise expressly restores eligibility from such original effective date, the Bidder shall be treated accordingly from that date. Further provided that if such original order has been stayed or set aside by a competent court prior to the last date of submission of bid, the same shall not be treated as a disqualification during the currency of such stay, and if set aside by a competent court, the Bidder shall be treated in accordance with such court order.

- (g) For the avoidance of doubt, where any blacklisting, debarment, suspension, termination for default, or similar disqualification order has operated at any time during the preceding five (05) years from the last date of submission of the bid, the Bidder shall remain ineligible even if the period of such order expired prior to the last date of bid submission, unless such order has been stayed or set aside by a competent court, or the issuing authority has expressly revoked, withdrawn, or set aside the order from its original effective date and expressly restored the Bidder's eligibility accordingly.

12. Material Disclosure / Debarment / Litigation

- (a) Bidders shall disclose all material information having a bearing on eligibility, qualification, technical responsiveness, integrity, or financial capacity. The Bidder shall submit an undertaking on affidavit declaring that all material information has been disclosed and submitted with the bid as per tender clauses.
- (b) Material information for the preceding five years from the last date of submission of bid includes blacklisting, debarment, termination, suspension, adverse court orders, pending proceedings, insolvency, litigation, and any other fact expressly required by the tender.
- (c) Such disclosure and requirement of undertaking on affidavit shall also extend to any person or entity whose qualification, experience, credentials, or eligibility are relied upon in the bid as per Clause 7 (Qualification Restrictions for Bidders) of Governing Conditions of Tender. The Bidder shall disclose and furnish all information and documents relating to such person or entity as are required from the Bidder under the tender document, including litigation history, debarment, blacklisting, suspension, termination, and any other material adverse fact, for the preceding five years from the last date of submission of bid.
- (d) The Bidder shall have a continuing obligation to immediately disclose any event occurring after submission of the bid and before issuance of the work order which materially affects eligibility, qualification, integrity, or technical responsiveness, including blacklisting, debarment, criminal proceedings, insolvency, or termination. Failure to make such disclosure shall constitute material suppression.

For the purpose of this clause, "Continuing obligation" shall mean the duty to disclose immediately upon occurrence of any material change until issuance of the work order, and any material change in the information/document already submitted with the bid.

- (e) Any suppression, concealment, partial disclosure, misleading disclosure, false declaration, or failure to update material information before award/work order shall render the bid ineligible and shall result in forfeiture of EMD, cancellation of award, and Penal Actions (Clause 39).
- (f) For the purposes of this clause, material information shall specifically include the existence of any blacklisting, debarment, suspension, or similar disqualification order against the Bidder or any relied-upon entity, whether or not such order is later cancelled, revoked, withdrawn, set aside, or otherwise altered by the issuing authority or any competent administrative authority. The Bidder shall also disclose whether any such order has been stayed by a competent court, whether any such order has been set aside by a competent court, and the current status of such stay or setting aside, if any. Where any later administrative order expressly restores eligibility from the original effective date, such fact shall also be specifically disclosed.

13. Disqualification for Non-Disclosure, Withholding or Misrepresentation of Information

The Bidders shall be liable for disqualification where the Authority finds that they have withheld, suppressed, or misrepresented any information required to be disclosed under the Tender Document or any other information having a bearing on eligibility, qualification, technical responsiveness, integrity, or financial capacity. Such disqualification shall be without prejudice to Penal Actions under Clause 39 and any other action or remedy available to the Authority under this Tender Document.

14. False Declarations and Suppression

- (a) If at any stage it is found that:
 - (i) any document submitted by the Bidder is forged, fabricated, manipulated, altered, false, or misleading;
 - (ii) any material fact has been withheld, concealed, suppressed, or incorrectly disclosed;
 - (iii) any declaration, affidavit, undertaking, certificate, or statement submitted under the Tender Document is false, inaccurate, incomplete, or misleading; or
 - (iv) any qualification, eligibility, technical capability, financial capacity, experience, credential, or other material information has been misrepresented,the bid shall be liable for immediate rejection or cancellation, notwithstanding acceptance of the bid, opening of the price bid, issuance of the work order, execution of the contract, or any stage of contract performance. The Authority may further

forfeit the EMD, Performance Security, Security Deposit, and any other security, terminate the contract, exercise Penal Actions under Clause 39, and initiate appropriate civil, criminal, regulatory, or other proceedings.

- (b) No scrutiny, evaluation, clarification, recommendation, approval, acceptance, award, execution of contract, certification, payment, inspection, or prior action of the Authority shall be construed as a waiver of this clause or as limiting the Authority's right to act under this clause at any time.

15. Qualification, Responsiveness and Non-Conditional Bids

- (a) The Bidder shall submit a complete, unconditional, and fully responsive bid in the format prescribed by the Authority.
- (b) Any conditional bid, qualified bid, contingent bid, incomplete bid, vague bid, or bid that departs from a mandatory requirement may be rejected without further reference to the Bidder.
- (c) Compliance with the eligibility criteria, technical criteria, financial criteria, and submission requirements shall be judged strictly as per the tender and the applicable procurement framework.
- (d) No Bidder shall have any right to seek negotiation, price matching, post-bid revision, clarification, or opportunity to improve the bid unless expressly permitted by the Authority in accordance with applicable procurement policy.

Bid Opening, Verification and Evaluation Discipline

16. Bid Opening and Attendance

- (a) Since submission of bids is permitted strictly in online electronic mode, no Bidder shall have any right to remain present, attend, watch, participate in, or object to the opening of bids as a matter of entitlement.
- (b) Upon completion of the online submission period and at such time as the Authority determines, the Authority shall have the absolute right to open, process, record, and evaluate the bids in the manner prescribed by the Tender Document and the e-tender portal system, without requiring the presence of any Bidder.
- (c) Physical attendance of any Bidder or its representative, if at all permitted, shall be purely at the sole discretion of the Authority and shall not be claimed as a right. The Authority may permit or deny such attendance, in whole or in part, without assigning any reason.

- (d) The absence of any Bidder or its representative shall not invalidate the opening process, delay the evaluation, confer any right to challenge the process on that ground, or give rise to any claim whatsoever against the Authority.
- (e) The portal-generated record, system log, and official record of opening maintained by the Authority shall be final and binding for all purposes.

17. Clarification, Verification and Arithmetic Correction

- (a) During evaluation, the Authority may seek clarifications, additional particulars, or supporting documents solely for the purpose of verification, explanation, confirmation, authentication, or removal of obvious ambiguity, without permitting any change in the substance, scope, commercial basis, eligibility, ranking, price structure, or responsiveness of the bid.
- (b) Clarifications shall be confined only to explanation or verification of what is already submitted online. No Bidder shall be permitted to cure any non-curable defect, alter the substance of the bid, or improve the eligibility, responsiveness, ranking, or commercial position, introduce any new document, missing document, revised document, substituted document, fresh qualification, altered price, revised rate, modified condition, or any material improvement or alteration at the clarification stage.
- (c) For the purposes of this clause, “clerical error” shall mean any obvious and unintended typographical, transcriptional, tabulation, formatting, copying, pagination, punctuation, spelling, numbering, unit-entry, or cross-reference mistake, or any manifest omission, duplication, mismatch, or inconsistency apparent on the face of the bid or uploaded documents, including misplacement of decimals, transposition of figures, mismatch between words and figures, mismatch between uploaded schedules, or similar apparent mistakes capable of identification without altering the substance of the bid.
- (d) “Arithmetic error” shall mean any obvious and demonstrable computational mistake in addition, subtraction, multiplication, division, percentage calculation, quantity extension, aggregation, unit conversion, application of formula, or mismatch between unit rate, quantity, subtotal, total, and grand total, where the correct figure can reasonably be derived from the figures, rates, quantities, formulas, schedules, or methodology already contained in the bid.
- (e) Without prejudice to Clause 9, and notwithstanding that all tender requirements are non-curable except to the limited extent expressly contemplated under this Clause, the Authority may determine whether any clerical, arithmetic, computational, tabulation,

formatting, transcription, or similar error capable of correction without altering the substance, scope, eligibility, responsiveness, integrity, commercial basis, or comparative standing of the bid may be clarified or corrected in accordance with the methodology stated in the Tender Document or, where the Tender Document is silent, in accordance with the interpretation, methodology, and determination adopted by the Authority, and the Bidder shall remain bound by such clarification or correction.

- (f) The Authority shall have the sole and absolute discretion to determine:
 - (i) whether any error is clerical, arithmetic, computational, tabulation related, or otherwise apparent on the face of the bid;
 - (ii) whether such error is curable or non-curable;
 - (iii) whether correction is possible without altering the substance, scope, commercial basis, eligibility, responsiveness, or comparative standing of the bid; and
 - (iv) the manner, basis, sequence, and methodology of correction.
- (g) No Bidder shall have any right to:
 - (i) seek correction favourable to itself;
 - (ii) withdraw the bid on the ground of any clerical, arithmetic, computational, or tabulation error;
 - (iii) dispute the methodology adopted by the Authority;
 - (iv) claim any prejudice, compensation, relief, or re-evaluation on account of such correction; or
 - (v) rely upon any ambiguity, omission, inconsistency, or error for securing any unfair advantage.
- (h) If the Authority determines that any ambiguity, discrepancy, omission, clerical error, arithmetic error, computational inconsistency, or defect cannot be corrected without altering the substance, scope, commercial basis, eligibility, responsiveness, or integrity of the bid, the Authority may reject the bid forthwith without further reference to the Bidder.
- (i) The Authority's interpretation, evaluation methodology, determination regarding responsiveness, clarification, verification, and correction, and its decision regarding the treatment of any error, inconsistency, ambiguity, or discrepancy shall be final and binding for the purposes of tender evaluation and administration, subject only to applicable law.

18. Undue Attempts to Influence the Evaluation Process

Any attempt by a Bidder or its representatives to influence, interfere with, or manipulate the evaluation process through unauthorised communication, inducement, pressure, or misrepresentation shall lead to immediate disqualification of the Bidder and shall render the Bidder liable for such further action as the Authority may deem appropriate.

19. Post-Evaluation Verification

- (a) After the technical evaluation of the bids and the opening of price bids, the L1 (lowest Bidder shall, for the purpose of verification of original documents, submit hard copies of all documents uploaded online, duly signed, stamped, arranged, indexed, and corresponding exactly to the documents uploaded online, within the stipulated time. No new, additional, revised, or substituted document shall be accepted.
- (b) Any discrepancy, deviation, or failure to comply shall lead to rejection of the bid and shall entitle the Authority to forfeit EMD and exercise Penal Actions (Clause 39). Submission of any document not uploaded online, or any additional document, shall not be considered and may result in rejection of the bid.

20. Negotiation with Lowest Acceptable Bidder (L1). Price Analysis and Revised Offer

- (a) Where the Authority, upon consideration of the price bid and the financial comparison, is of the opinion that the lowest acceptable bid is unreasonable, unbalanced, abnormally low, or otherwise requires clarification/revision of price formation, the Authority may call only the lowest acceptable responsive Bidder (L1), being a Bidder, whose bid is technically and commercially responsive, for negotiation and submission of detailed rate / price analysis.
- (b) No Bidder other than the lowest acceptable responsive Bidder (L1) shall be called for such negotiation, and in no case shall negotiation be extended to any Bidder whose bid is unresponsive, whose credentials are unsatisfactory, whose capacity is inadequate, or whose quoted rates are unworkable.
- (c) The invitation for negotiation may specify the items, rates, quantities, assumptions, and other particulars required to be analysed, and shall require the Bidder to furnish, within seven (07) days from the date of communication of the negotiation notice, a written rate analysis, supporting justification, and, if so directed by the Authority, a revised offer.
- (d) During such negotiation, the Bidder shall not be permitted to alter any condition of the bid other than reduction or rationalisation of price to the extent specifically permitted

by the Authority. No change in eligibility, scope, specifications, commercial terms, delivery terms, security terms, warranty terms, or any other bid condition shall be allowed.

- (e) The Authority may, at its sole discretion, reject the bid outright if the Authority is not satisfied that the rates are genuine and sustainable, accept the revised offer, reject the revised offer, proceed on the basis of the original bid, call for fresh bids, or adopt any other course permissible under the Tender Document and applicable law. Such rejection of bid shall not entitle the Bidder to any compensation or claim of any nature.
- (f) If the Bidder does not furnish the required rate analysis or revised offer within seven (07) days, or otherwise fails to cooperate, the Authority may treat such failure as refusal to negotiate and may proceed accordingly, including rejection of the bid, forfeiture of bid security where permissible under the Tender Document and applicable law, disqualification, Penal Actions (Clause 39).
- (g) The decision whether to negotiate, with whom to negotiate, and whether to accept or reject the negotiated offer shall rest exclusively with the Authority, and the reasons recorded by the Authority in the administrative file or official record shall be sufficient compliance with this clause.

21. Empanelment of Bidders and Annual Rate Contract (ARC)

- (a) This clause shall apply only where the Tender Notice, Data Sheet, or a specific provision in the Tender Document expressly provides for empanelment of Bidders. Where empanelment is not expressly provided for, this clause shall have no application and no Bidder shall claim empanelment as a right.
- (b) Where empanelment is specified, upon determination of the L1 rate in accordance with the Tender Document (including any negotiated rate under Clause 20):
 - (i) the L1 rate as evaluated and finalised by the Authority shall be the empanelment rate and the sole basis for empanelment;
 - (ii) the Authority may, in writing, invite one, some, or all other technically qualified and eligible responsive Bidders, in such order as the Authority considers appropriate, to unconditionally accept the L1 rate within the period specified in such invitation, failing which the concerned Bidder shall be deemed to have declined empanelment; and
 - (iii) every such invitation shall be on all terms and conditions of the Tender Document without modification; no Bidder shall be entitled to seek any alteration of terms, price, conditions, or specifications as a condition of such acceptance.

- (c) Acceptance of the L1 rate for empanelment shall be:
- (i) unconditional, unqualified, and without any modification, reservation, or counter-condition;
 - (ii) in writing, within the period specified by the Authority; and
 - (iii) accompanied by such security, undertakings, agreements and documentation as the Authority may specify. Any conditional, partial, or qualified acceptance shall be treated as a refusal and the Bidder shall not be empanelled.
- (d) Notwithstanding any Bidder's willingness to accept the L1 rate, the Authority shall have the sole, absolute, and unfettered discretion to:
- (i) decide whether to empanel any Bidder and, if so, how many Bidders to empanel, and may empanel fewer Bidders than have offered to match the L1 rate;
 - (ii) determine the maximum size of the panel and exclude any Bidder on any ground, including unsatisfactory credentials, poor past performance, inadequate capacity, any ground under Clause 11, or any other reason the Authority considers appropriate in the public interest;
 - (iii) reject all bids and empanel no Bidder; and
 - (iv) dissolve, reconstitute, or revise the panel at any time without prior notice or liability.
- (e) No Bidder shall have any right to be empanelled merely by agreeing to match the L1 rate, and the Authority's decision on empanelment shall be final and not subject to challenge.
- (f) Empanelment shall:
- (i) constitute only a pre-qualification for potential future work orders and shall not constitute an award of contract, guarantee of work, or creation of any enforceable right or obligation to issue any work order;
 - (ii) not entitle any empanelled Bidder/Agency to any guaranteed minimum work, revenue, or volume;
 - (iii) not create any obligation on the Authority to distribute work equally or in any particular proportion; and
 - (iv) not confer any vested right, legitimate expectation, or enforceable claim on any empanelled Bidder/Agency.
- (g) The Authority shall have sole and absolute discretion to:
- (i) assign any work order to any one or more empanelled Bidder/Agency or any combination thereof;
 - (ii) determine the quantum, nature, scope, and timing of work assigned to each empanelled Bidder/Agency;

- (iii) assign no work to any particular empanelled Bidder/Agency, including the L1 Bidder, without incurring any liability;
 - (iv) assign the same or similar work to multiple empanelled Bidders/Agencies simultaneously or in rotation; and
 - (v) procure any work through any other permissible mode notwithstanding the existence of the empanelment panel.
- (h) The Authority's decision on work distribution shall be final and shall not be subject to any challenge, claim for parity, or demand for reasons.
- (i) Each work order issued under the empanelment:
 - (i) shall be governed by the Tender Document, these Governing Conditions of Tender, and all terms of the empanelment, read with the specific work order;
 - (ii) shall constitute a separate and independent contract binding upon the empanelled Agency; and
 - (iii) shall be accepted by the empanelled Agency within the period and manner specified, failing which the Authority may cancel the work order, assign the work to another empanelled Agency, exercise Penal Actions (Clause 39), and take any other action available under the Tender Document.
- (j) The Empanelled Agency shall, as may be required by the Authority, either at the time of empanelment or in respect of each individual work order, furnish the prescribed Security Deposit/Performance Security, execute the required agreements, and comply with all post-award or post-empanelment obligations stipulated in the Tender Document, empanelment conditions, work order, or directions of the Authority, within the prescribed timeframe. Failure to do so shall constitute a material default entitling the Authority to cancel the concerned work order, withhold issuance of further work orders, forfeit any security available with the Authority, remove the Agency from the panel, and exercise Penal Actions under Clause 39, without prejudice to any other rights and remedies available under the Tender Document or law.
- (k) The empanelment panel shall remain valid for the period stated in the Tender Document. The Authority may, at its sole discretion:
 - (i) extend the panel validity for such further period as it deems fit;
 - (ii) dissolve the panel at any time without prior notice;
 - (iii) revise the empanelment rate for fresh work orders after expiry of the initial panel period, on terms to be notified; and
 - (iv) call for fresh bids or fresh empanelment at any time without reference to or obligation towards existing empanelled Bidders/Agencies.
- (l) Each empanelled Agency shall, throughout the panel period:

- (i) maintain all eligibility and qualification criteria required under the Tender Document;
 - (ii) maintain all statutory registrations, licences, and clearances required for execution;
 - (iii) maintain valid performance security, insurance, and other instruments required under the Tender Document or any work order; and
 - (iv) immediately notify the Authority upon occurrence of any event that would have affected eligibility at the time of bidding, including blacklisting, CIRP filing, insolvency, change in control, or any similar material event. Failure to maintain continued eligibility shall entitle the Authority to immediately remove the Agency from the panel without notice and without compensation.
- (m) The Authority may remove any empanelled Agency from the panel at any time, without prior notice and without assigning reasons, on any of the following grounds:
- (i) any ground under Clause 39 (Debarment, Blacklisting and Penal Actions), whether or not formal Penal Action has been initiated;
 - (ii) failure to accept or execute any work order within the stipulated period;
 - (iii) abandonment, persistent default, or poor performance in any work order;
 - (iv) loss of any eligibility or qualification required under the Tender Document;
 - (v) change in control without prior written approval of the Authority;
 - (vi) occurrence of any insolvency, CIRP, winding up, or dissolution event; or
 - (vii) any other reason the Authority considers sufficient in the public interest.
- Removal from the panel shall not entitle the removed Agency to any compensation, damages, or claim whatsoever and shall be without prejudice to the Authority's rights under any subsisting work order or under these Governing Conditions of Tender.
- (n) No empanelled Bidder/Agency shall be entitled to claim any compensation, damages, loss of profit, expectation loss, or any other relief on account of:
- (i) non-issuance of any work order;
 - (ii) issuance of work orders to other empanelled Agencies in preference;
 - (iii) reduction in the quantum of work assigned;
 - (iv) dissolution of the panel before expiry of its stated period;
 - (v) removal from the panel on any ground; or
 - (vi) revision of rates upon renewal or extension of the panel.
- (o) All Governing Conditions of Tender shall apply to every work order issued under the empanelment. No empanelled Agency shall claim that any provision of these Governing

Conditions of Tender is inapplicable merely because the work is assigned by work order under an empanelment panel rather than through a separate competitive tender.

Annual Rate Contract (ARC)

- (p) Annual Rate Contract — Applicability and Primacy: Where the Tender Notice, NIT, or Data Sheet expressly designates the tender as an Annual Rate Contract (ARC) or Rate Contract (RC), sub-clauses (p) to (za) of this clause shall apply in addition to the general empanelment provisions in sub-clauses (a) to (o) above. In the event of any inconsistency between sub-clauses (p) to (za) and any earlier sub-clause of this clause, sub-clauses (p) to (za) shall prevail in relation to ARC-designated tenders. Where the tender is not so designated, sub-clauses (p) to (za) shall be read as inapplicable.
- (q) Approved Rate Schedule — Firm and Fixed Rates:
- (i) The Approved Rate Schedule (ARS) or Schedule of Rates (SOC) or Bill of Quantities (BOQ) forming part of the Tender Document shall specify the items, descriptions, units of measurement, unit rates, quality specifications, applicable technical standards, and any special conditions for each item procurable under the ARC. The ARS shall be the sole and exclusive basis for pricing of all call-off work orders. No item not listed in the ARS shall be procured under the ARC except as expressly provided in the Tender Document.
 - (ii) The ARS rates shall be firm and fixed for the entire ARC Period, without any escalation, upward revision, adjustment, or renegotiation, regardless of market fluctuations, changes in input costs, statutory levies, fuel costs, labour costs, or any other factor whatsoever. Clause 31 (Taxes, Duties and Statutory Price Changes) of the Governing Conditions of Tender shall apply in full to all ARC rates.
 - (iii) The ARS rates shall be inclusive of all taxes (including GST, as governed by Clause 31), duties, cess, transportation, handling, insurance, labour costs, overheads, profit, and all other costs and charges, unless the ARS or Tender Document expressly and specifically provides to the contrary.
 - (iv) No claim for extra payment, escalation, market rate revision, supplementary charges, price differential, or any additional payment shall be entertained under any call-off work order, regardless of how the total cumulative value of call-offs issued compares to any estimated ARC contract value.
- (r) ARC Period, Renewal and Rate Revision:

- (i) The ARC Period shall be as specified in the Tender Notice or Data Sheet, ordinarily one (1) year from the date of the Letter of Award or empanelment order, or such other period as the Tender Document specifies.
 - (ii) The Authority shall have the sole and absolute right to extend the ARC Period for any further period or periods on the same or revised terms, without assigning reasons. Any extension shall not entitle the Agency to any rate revision, additional compensation, mobilisation payment, or standby charges of any nature.
 - (iii) The Authority shall also have the sole and absolute right to decline renewal of the ARC, call for fresh bids, fresh empanelment, or any other procurement arrangement at any time, without any obligation, liability, or compensation to the existing Agency.
 - (iv) If the ARC is extended or renewed beyond the initial ARC Period, the Authority may or may not revise the ARS rates for the extended or renewed period. Such rate revision shall be based solely on the Authority's determination, which may take into account the Consumer Price Index, Wholesale Price Index, statutory changes, or any other factor the Authority considers relevant. The Authority's determination of revised rates shall be final and binding. If the Agency refuses the revised rates, the Authority may terminate or decline to renew the ARC immediately without liability.
 - (v) Extension, renewal, or continuation of the ARC shall not be treated as an entitlement, a contractual right, a vested right, or a legitimate expectation of the Agency.
- (s) No Guaranteed Offtake — Zero Entitlement:
- (i) Quantities, volumes, or values mentioned in the Tender Document, ARS, any estimate, or any communication are estimates only and do not constitute a guarantee of any minimum or maximum offtake, total ARC contract value, or frequency of call-off work orders.
 - (ii) The Authority may, through call-off work orders, order quantities higher than, lower than, or equal to any estimated quantity, and may order zero quantities under any or all items during any part of, or throughout, the ARC Period. The Authority's decision on the quantity, timing, and frequency of call-offs shall be absolute and final.
 - (iii) The Agency shall have no right to any compensation, minimum guarantee payment, expectation loss, loss of profit, opportunity cost, unrecovered

overhead, or any other financial relief on account of zero, reduced, delayed, or irregular offtake under the ARC.

(t) Call-off Work Orders — Mechanism, Timelines and Response Obligations:

- (i) The Authority shall issue call-off work orders in writing, specifying the items, quantities, delivery or execution location, quality specifications, completion timeline, and any special conditions applicable to that particular call-off. Call-off work orders may be issued by the Municipal Commissioner, Deputy Municipal Commissioner, City Engineer, or such other officer as the Authority authorises in writing.
- (ii) The Agency shall acknowledge receipt of each call-off work order in writing within twenty-four (24) hours of receipt. Failure to acknowledge within this period shall constitute a default, and acknowledgement shall be presumed upon expiry of the twenty-four-hour period.
- (iii) The Agency shall commence execution, supply, or service delivery within the mobilisation period specified in the call-off work order; where no mobilisation period is stated, within forty-eight (48) hours of receipt.
- (iv) The Agency shall complete execution, supply, or delivery strictly within the timeline specified in each individual call-off work order. Time shall be the essence of each call-off work order independently, and separate from the ARC Period.
- (v) The Authority may issue multiple call-off work orders simultaneously or in rapid succession. The Agency shall maintain the capacity and resources at all times to execute all concurrent call-offs within the stipulated timelines, without seeking any extension of time on the grounds of concurrently running call-offs.
- (vi) No modification or variation to a call-off work order shall be made except by a written amendment issued by the Authority.

(u) Refusal or Failure to Execute Call-off — Major Default: Each of the following shall independently constitute a Major Default under the ARC, without requiring any prior notice from the Authority:

- (i) refusal or failure to acknowledge a call-off work order within twenty-four (24) hours of receipt;
- (ii) refusal or failure to mobilise within the prescribed mobilisation period;
- (iii) failure to complete execution, supply, or delivery within the timeline specified in any call-off;
- (iv) delivery of substandard, off-specification, adulterated, counterfeit, substituted, or rejected goods, materials, works, or services under any call-off;

- (v) persistent delay, non-responsiveness, or non-cooperation in relation to call-off work orders; or
 - (vi) failure to maintain standing readiness as required under sub-clause (x) below.
- (v) Remedies for Major Default — Authority's Rights : Upon occurrence of any such Major Default, the Authority shall be entitled, without prior notice, to:
- (i) source the required goods, works, or services through any other permissible mode entirely at the Agency's risk and cost;
 - (ii) recover from any amount due to the Agency — under any call-off, the ARC, or any other contract with the Authority — all excess costs incurred by the Authority above the ARC rate in procuring through alternative means;
 - (iii) levy liquidated damages as prescribed under sub-clause (y) and Clause 41 (Liquidated Damages for Delay);
 - (iv) withhold, suspend, or permanently curtail issuance of further call-offs to the Agency;
 - (v) exercise Penal Actions (Clause 39) including removal from the empanelment panel; and
 - (vi) exercise all remedies under Clause 64 (Remedies for Default, Breach and Misconduct by Agency), without prejudice to any other right or remedy.
- (w) Non-Exclusivity and Parallel Procurement: The ARC shall confer no exclusivity on the Agency. Notwithstanding the empanelment and this ARC, the Authority retains the absolute right to:
- (i) procure the same or similar items through any other permissible mode, including open tender, Government e-Marketplace (GeM), emergency procurement, direct negotiation under statutory provisions, or any other lawful mode, without any liability to the Agency;
 - (ii) empanel additional agencies under a parallel or new ARC at any time, without prior notice or compensation to the Agency;
 - (iii) prefer any other empanelled agency or source over the Agency for any particular call-off, without assigning reasons and without incurring any liability; and
 - (iv) exercise any other procurement option available under applicable law, Government policy, or administrative necessity, regardless of the subsistence of this ARC.
- (x) Standing Readiness Obligation: Throughout the ARC Period, the Agency shall, at its own cost and without any additional payment from the Authority:

- (i) maintain standing capacity — including minimum qualified manpower, appropriate plant, machinery, vehicles, tools, valid statutory registrations, licences, insurance, and operational readiness — as specified in the Tender Document or as the Authority may from time to time direct, sufficient to ensure timely response to and execution of any call-off within the prescribed timelines;
 - (ii) not divert, redeploy, or commit resources, materials, capacity, or equipment in a manner that impairs or is likely to impair its ability to respond to and execute ARC call-offs;
 - (iii) submit a Standing Readiness Certificate in the format prescribed by the Authority at monthly intervals, or at such other intervals as the Authority directs, confirming current manpower levels, equipment availability, material stocks, and the validity of all statutory registrations; and
 - (iv) immediately notify the Authority in writing upon any event that causes or is likely to cause a diminution in the Agency's capacity, manpower, equipment, material availability, or statutory compliance below the level required to respond to call-offs within prescribed timelines, stating the nature, cause, and expected duration of the shortfall. Failure to notify such diminution shall independently constitute a default entitling the Authority to exercise Penal Actions (Clause 39).
- (y) ARC-Specific Liquidated Damages: Liquidated damages for delay in completion or delivery of each call-off work order shall be computed and levied independently for each call-off as follows:
- (i) LD shall be assessed under Clause 41 (Liquidated Damages for Delay) applied to the value of the specific call-off work order, unless the Tender Document prescribes a different rate for ARC call-offs;
 - (ii) where a call-off covers supply of goods, materials, or equipment, LD shall be at the rate of 0.5% per day of the value of the delayed supply subject to a ceiling of 10% of the value of the specific call-off work order, or at such other rate and ceiling as specified in the Tender Document or Schedule of LDs;
 - (iii) LD across multiple call-offs shall be computed and levied independently and cumulatively. Remission, waiver, or non-invocation of LD on any one call-off shall not operate as a precedent, estoppel, waiver, or entitlement for remission of LD on any other call-off; and
 - (iv) the Authority shall have the right to deduct all accrued LDs across all concurrent and sequential call-offs from any amount due or becoming due to the

Agency under any call-off, under the ARC, or under any other contract between the Agency and the Authority.

(z) Emergency Call-offs:

- (i) In the event of any emergency, natural calamity, public health situation, infrastructure failure, court direction, or other urgent public exigency as determined by the Authority, the Authority may issue an emergency call-off work order with compressed or shortened timelines, including timelines shorter than those specified under sub-clause (t). The Agency shall comply with any emergency call-off at the ARC rates without any claim for additional payment, emergency premium, standby charges, extra mobilisation costs, or any other supplementary charges.
- (ii) Failure to respond to or comply with an emergency call-off shall constitute an aggravated Major Default and shall entitle the Authority to exercise all remedies under sub-clause (u) above with immediate effect, without any show-cause notice or cure period.

(za) Billing and Payment Under ARC:

- (i) The Agency shall raise a separate bill for each individual call-off work order in the format prescribed by the Authority. Consolidated or combined billing across multiple call-offs shall not be entertained unless the Authority expressly permits this in writing for a specific period.
- (ii) Measurement and certification for each call-off shall be governed by Clause 29 (Measurement, Certification, Objection and Billing) applied to that individual call-off work order.
- (iii) Payment shall be made at ARC rates applied to quantities actually verified, measured, and certified, subject to all applicable deductions including liquidated damages, taxes (including GST under Clause 31), security recovery, set-off under Clause 45, and any other deductions prescribed under the Tender Document.
- (iv) No advance payment or mobilisation advance shall be processed under any call-off unless the Tender Document or the specific call-off work order expressly provides therefor.
- (v) The aggregate of all amounts certified across all call-offs, after all deductions, shall constitute the Agency's total payment entitlement under the ARC. No claim based on estimated quantities, anticipated ARC contract value, unissued call-offs, foregone profit on orders not placed, standing costs, or expected business under the ARC shall be entertained at any time, whether during or after the ARC Period.

- (vi) All provisions of the Governing Conditions of Tender relating to billing, payment timelines, certification, objection periods, and deduction of amounts shall apply to each individual call-off work order as if it were a separate contract, read together with the ARC-specific provisions in sub-clauses (p) to (za).

22. Dispute Resolution in Relation to Pre-Award /Evaluation Stages

- (a) Any dispute, objection, grievance, representation, or claim relating to the tender process, tender conditions, interpretation of tender clauses, qualification, disqualification, technical evaluation, financial evaluation, rejection of bid, acceptance of bid, or any other matter connected with the tender process shall first be submitted before the Authority within seven (07) days from the date of receipt of communication giving rise to the dispute or communication of the impugned decision, publication, or knowledge of the impugned action, whichever is earlier. Any representation submitted beyond 07 days shall be treated as time-barred and shall be liable to be summarily rejected without entering into the merits.
- (b) The decision of the Authority shall be final and binding for the purpose of tender evaluation and administration.
- (c) No Bidder shall directly invoke any judicial forum without first exhausting the above administrative remedy, except where recourse is expressly available under applicable law.
- (d) Mere submission of representation or pendency of dispute shall not confer any right upon the Bidder to seek stay of the tender process, withholding of tender process, re-evaluation, opening of financial bid, issuance of work order, or suspension of the decision-making process of the Authority.
- (e) The Authority shall be entitled to continue the tender process notwithstanding pendency of any representation, dispute, or proceedings.
- (f) Any judicial proceedings arising out of or relating to the tender process shall be subject to the exclusive territorial jurisdiction of competent courts at Porbandar.
- (g) The dispute resolution mechanism under this clause shall operate subject to the other clauses of these Governing Conditions of Tender, and in case of conflict, the more stringent clause shall prevail.
- (h) This clause shall govern only disputes arising prior to execution of the contract/work order and shall operate independently of Dispute Resolution During Post Award/Execution of Contract (Clause 48).

Award, LOA and Security Enforcement

23. Award / Letter of Award / Contract Signing

- (a) The issue of a Letter of Award (LOA), acceptance of bid, intimation of award, or any similar communication shall not by itself confer any vested right, title, or enforceable interest upon the successful Bidder unless and until the Bidder has complied with all post-award requirements within the stipulated time and to the satisfaction of the Authority.
- (b) Upon receipt of the LOA or award communication, the successful Bidder shall, within the period specified in the Tender Document or, where no period is specified, within such period as the Authority may determine:
 - (i) accept the LOA in writing;
 - (ii) furnish security deposit/performance security;
 - (iii) execute the agreement, if required;
 - (iv) submit all ancillary documents, undertakings, declarations, confirmations, and post-award compliances required under the Tender Document; and
 - (v) submit a duly signed and stamped complete copy of the Tender Document, including these Governing Conditions of Tender, tender notice, data sheet, technical specifications, schedules, forms, annexures, addenda, corrigenda, clarifications, and all other pages and parts forming part of the tender, each page having been read, understood, accepted, and authenticated by the authorised signatory of the Bidder, as evidence of unconditional and binding acceptance of the entire Tender Document.
- (c) Where the bid price of the lowest evaluated Bidder is, in the opinion of the Authority, seriously unbalanced, front-loaded, predatory, or abnormally low in relation to the estimated cost of the work or the detailed scope of performance, the Authority may, as per relevant Government guidelines or at its absolute discretion:
 - (i) accept the bid as submitted; or
 - (ii) require the Bidder to furnish Additional Performance Security (APS) or to agree to the withholding of additional retention money, over and above the standard securities required under the Tender Document, in such form, amount, and strict timeframe as determined by the Authority. Failure of the Bidder to deposit the required Additional Performance Security within the stipulated time specified by the Authority shall result in the outright rejection of the bid, forfeiture of bid security where permissible under the Tender Document and applicable law, disqualification, Penal Actions (Clause 39); or

- (iii) where a written rate analysis has been called for under Clause 20, reject the bid outright if the Authority is not satisfied that the rates are genuine and sustainable, such rejection carrying no entitlement to compensation.
- (d) Every bid security, EMD, bank guarantee, fixed deposit receipt, insurance surety bond, or other security instrument furnished under the Tender shall remain valid, enforceable, and invocable for the entire bid validity period and ordinarily for not less than forty-five (45) days beyond the expiry of the final bid validity period, or for such further period as may be prescribed by the Authority.
- (e) The Bidder shall ensure timely renewal, extension, or revalidation of such instrument so that there is never any lapse, expiry, insufficiency, or break in enforceability.
- (f) The bid security / EMD of the successful Bidder shall not be released unless and until the performance security, security deposit, bank guarantee, insurance surety bond, and all post-award formalities required under the Tender Document have been duly furnished, verified, accepted, and recorded to the satisfaction of the Authority.
- (g) Failure to accept the LOA, execute the agreement; failure to maintain continuous validity and enforceability of bid security, EMD, bank guarantee, fixed deposit receipt, insurance surety bond, or other security instrument; or failure to furnish any required ancillary documents or post-award undertakings within the stipulated time shall constitute a material breach and withdrawal from the award, and shall be treated as a major and strictly punishable default. The Authority shall be entitled, without prejudice to any other right or remedy, to cancel or annul the award, forfeit the EMD/bid security, exercise Penal Actions (Clause 39), re-tender the work, recover all resultant loss, cost, and additional expenditure, and exercise all remedies under Clause 64.

24. Post-Award Continuing Disclosure Obligation

- (a) The Agency's obligation to disclose material information to the Authority is a continuing obligation that commences upon issuance of the Letter of Award or work order (as the case may be) and continues without interruption throughout the entire period of execution, defect liability, warranty, maintenance, transition, handover, and until the Authority issues the final no-dues certificate, closure certificate, or such longer period as any outstanding liability, audit, vigilance, or legal proceeding may require. For the avoidance of doubt, this clause is in addition to, and not in substitution of, the disclosure obligations under Clauses 11, 12, 13, 14, and the insolvency-specific notification obligations under Clauses 52 and 53. In the event of any conflict between

this clause and any other disclosure or notification clause in this Tender Document, the more stringent obligation shall prevail.

(b) The Agency shall immediately, and in any event within forty-eight (48) hours of occurrence or coming to knowledge of any of the following events (whichever is earlier), and thereafter from time to time so long as the event remains continuing or unresolved, disclose the same in writing to the Authority:

- (i) filing, admission, or pendency of any application for initiation of Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016, by or against the Agency; appointment of any IRP, RP, Liquidator, or analogous officer; commencement of liquidation; any winding up order (voluntary or compulsory) or passing of any resolution for voluntary winding up;
- (ii) in respect of non-corporate entities: death or mental incapacity of a proprietor; adjudication as insolvent or bankrupt; dissolution or winding up; any material change in the composition of a partnership firm or LLP including retirement, death, expulsion, insolvency, or replacement of any partner or designated partner whose credentials, financial capacity, or participation were relied upon for qualification or performance; cancellation or suspension of registration of a trust or society; appointment of any Receiver, Official Assignee, Bankruptcy Trustee, or analogous officer;
- (iii) any new blacklisting, debarment, suspension, termination for default, or adverse disqualification order issued against the Agency, or any of its directors, partners, proprietors, or control persons, by any Government Department, PSU, ULB, Statutory Authority, or Instrumentality of the State;
- (iv) any change in control of the Agency, including any change in management, beneficial ownership, shareholding pattern (triggering a change of control threshold), or any merger, amalgamation, demerger, restructuring, or transfer of business that affects the Agency's legal identity, management, or operational control;
- (v) registration of any First Information Report (FIR), filing of any charge sheet, framing of charges, or conviction in any criminal proceeding against the Agency, or any of its directors, partners, proprietors, or key managerial personnel, in connection with fraud, corruption, forgery, breach of trust, misrepresentation, money laundering, or any analogous offence;
- (vi) initiation of investigation, inquiry, search, or proceedings against the Agency or its key personnel by the Enforcement Directorate, CBI, ACB, Serious Fraud

- Investigation Office (SFIO), or any other anti-corruption, financial enforcement, or law enforcement agency;
- (vii) declaration of the Agency's accounts as Non-Performing Assets (NPA) by any scheduled commercial bank or financial institution; initiation of proceedings before the Debt Recovery Tribunal (DRT); or invocation of the SARFAESI Act against the Agency's assets;
 - (viii) any attachment, injunction, restraint order, lien, or encumbrance created over the Agency's assets, receivables, or bank accounts by any court, tax authority, or competent authority, that materially affects the Agency's ability to perform its obligations;
 - (ix) revocation, suspension, cancellation, or non-renewal of any statutory licence, registration, professional authorisation, or clearance required for lawful execution of the contract;
 - (x) termination for cause, rescission for default, or abandonment of any other contract with any Government Department, PSU, Urban Local Body, Board, or Instrumentality of the State;
 - (xi) any adverse finding, show-cause notice, or adverse report issued by any vigilance authority, CAG, AG, internal audit, or statutory audit body in respect of any contract of the Agency with any Government entity;
 - (xii) loss or resignation of key personnel whose specific credentials, qualifications, or experience were represented to or relied upon by the Authority at the time of bidding or during execution, including any named professional, technical head, or project manager;
 - (xiii) any conflict of interest, related-party arrangement, or adverse circumstance of the nature required to be disclosed under Clause 51 (Conflict of Interest / Collusion / Bribery / Integrity and Disclosure) that arises or comes to the Agency's knowledge after the date of award;
 - (xiv) any material adverse change in the Agency's financial condition, including material reduction in net worth, inability to pay debts as they fall due, or default on any material financial obligation;
 - (xv) any change in the Agency's registered address, principal place of business, Porbandar office, or Gujarat office, or any cessation, suspension, or material disruption of operations; and
 - (xvi) any other event, fact, or circumstance that the Agency knows, or reasonably ought to know, is material to the Authority's decision to continue the contract,

issue work orders under an empanelment, make payments, release security, extend time, or exercise any contractual right.

(c) Every disclosure under this clause shall:

- (i) be in writing, addressed to the Authority and, where a PMC or TPI has been appointed, copied simultaneously to the PMC and TPI;
- (ii) state the nature of the event, the date of occurrence, date of coming to knowledge, the relevant authority or proceeding, the applicable law or forum, and the current status;
- (iii) be accompanied by legible copies of all relevant orders, notices, FIRs, charge sheets, court orders, appointment documents, or other supporting material; and
- (iv) where the event is continuing or evolving, be supplemented by written updates upon every material development, without waiting for a fresh trigger or demand from the Authority.

(d) The disclosure obligation under this clause extends to:

- (i) every subcontractor, sub-vendor, or associated agency engaged for execution of any significant portion of the contract, in respect of any event in sub-clause (b) applicable to such entity;
- (ii) any entity on whose qualification, experience, credentials, or eligibility reliance was placed in the bid under Clause 7, in respect of any event in sub-clause (b); and
- (iii) directors, partners, proprietors, and beneficial owners of the Agency in respect of events under sub-clause (b)(v) and (b)(vi). The Agency shall ensure that appropriate arrangements are in place to receive timely notice of any such event from subcontractors and relied-upon entities and to transmit the same to the Authority within the time prescribed.

(e) Any failure, delay, partial disclosure, misleading disclosure, or suppression of any disclosable event shall:

- (i) constitute a material breach of contract, independently actionable by the Authority without requirement of any prior notice, cure opportunity, or show-cause;
- (ii) entitle the Authority to withhold all pending payments, encash any available security, terminate the contract forthwith, exercise Penal Actions (Clause 39), and initiate civil, criminal, or administrative proceedings;
- (iii) not be excused by the argument that the undisclosed event did not ultimately affect performance or cause prejudice; and

- (iv) entitle the Authority to treat all payments made, certifications issued, and approvals granted after the date of the undisclosed event as voidable and to recover the same from the Agency.
- (f) Upon receipt of any disclosure, the Authority shall have sole and absolute discretion to:
 - (i) continue the contract with or without additional conditions, security, or undertakings;
 - (ii) require fresh security, fresh eligibility declarations, or fresh undertakings;
 - (iii) withhold payments pending evaluation;
 - (iv) suspend the contract pending investigation;
 - (v) invoke available security; or
 - (vi) terminate the contract without any obligation to compensate for incomplete work. The Authority's decision shall be final and shall not require prior show-cause except where expressly required by law.
- (g) The Authority's continuation of the contract, making of any payment, issuance of any certificate, or acceptance of any work after the occurrence of a disclosable event — whether or not disclosed — shall not constitute a waiver of this clause, a waiver of any default, or a waiver of any remedy available to the Authority on account of such event.
- (h) The obligation to disclose under this clause shall survive completion, termination, expiry, rescission, or discharge of the contract and shall remain in full force for a period of seven (07) years from the date of final closure or such longer period as may be prescribed by applicable law or as may be required for any pending audit, vigilance, legal, or recovery proceeding.

25. Performance Security / Security Deposit / Bank Guarantee Validity and Renewal

- (a) The performance security/security deposit shall remain valid, enforceable, and invocable throughout the contract period and, where applicable, through any extension of time, defect liability period, warranty period, maintenance period, transition period, handover period, or other extended period arising under the Tender Document or contract, and ordinarily for not less than sixty (60) days beyond satisfactory completion and discharge of all contractual obligations unless otherwise specified by the Authority.
- (b) Where the performance security is furnished in the form of a bank guarantee, the Agency shall ensure renewal and extension well before expiry so that there is never any break in validity. Proof of renewal/extension shall be furnished not later than thirty (30) days before expiry, or such earlier period as may be prescribed by the Authority.

- (c) The Agency shall remain solely responsible to monitor the validity of every bank guarantee, security deposit, and other security furnished under the contract. Any lapse, expiry, non-renewal, or break in validity shall constitute a serious contractual default, without requiring any prior notice from the Authority.
- (d) Failure to maintain the validity of any bank guarantee, security deposit, or other security, or any lapse, expiry, non-renewal, or break in validity thereof, shall constitute a material breach and withdrawal from the award or contract, as applicable, and shall entitle the Authority, without prejudice to any other right or remedy, to cancel or annul the award or terminate the contract, forfeit the EMD/bid security, encash or invoke any available security, exercise Penal Actions (Clause 39), recover all resultant loss, cost, and additional expenditure, and exercise all remedies under Clause 64.
- (e) Any delay in compliance with this clause shall not suspend, postpone, or dilute the Authority's rights under the Tender Document or applicable law.

Time Limit, Execution, Inspection, Quality Control, Measurement, Records and Billing

26. Time Schedule, Progress of Work and Extension of Time

- (a) Time shall be the essence of the contract unless otherwise specifically provided.
- (b) The Agency shall execute and complete the work, supply, service, consultancy, EPC deliverables, maintenance obligations, or other contractual obligations strictly within the stipulated contract period and approved milestones.
- (c) The Agency shall deploy adequate manpower, machinery, supervision, systems, technical resources, and other resources to maintain continuous progress and compliance to the satisfaction of the Authority.
- (d) The Agency shall promptly inform the Authority in writing of any matter, event, condition, delay, risk, shortage, obstruction, dispute, or circumstance which may adversely affect the quality, progress, cost, completion, continuity, safety, or performance of the contract. Such intimation shall not relieve the Agency of any obligation, and the failure of the Agency to issue such warning shall itself constitute a default. The Authority may call for review meetings, revised work programmes, remedial measures, additional deployment, or such other corrective steps as it deems fit, and the Agency shall comply forthwith and at its own cost and risk.
- (e) The Agency shall submit such weekly, fortnightly, or monthly progress reports, resource deployment statements, programme updates, and other execution status reports as the Authority may require, and shall attend review meetings whenever called.

- (f) Failure to furnish such reports or attend such meetings shall constitute default and may result in withholding of payment, stoppage of work, or any other action permissible under the Tender Document and law.
- (g) Delay attributable to the Agency, including slow progress, inadequate deployment, non-availability of resources, poor coordination, repeated defects, or non-compliance with instructions, shall constitute default.
- (h) Extension of time, if any, may be considered only upon written application made before expiry of the contract period and only where the delay is not attributable to the Agency. Failure to submit such written application before expiry of the contract period shall constitute an absolute and irreversible bar to any claim for extension of time. This requirement is a strict condition precedent to any right to seek extension, and no plea of substantial compliance, hardship, inadvertence, force majeure, emergency, or any other ground whatsoever shall excuse non-compliance, except where the Authority expressly waives this condition in writing for a specific case. Grant of extension shall be at the sole and absolute discretion of the Authority and shall not automatically entitle the Agency to price adjustment, compensation, damages, escalation, idle charges, or any other additional claim or payment unless expressly provided in the Tender Document.
- (i) The Authority may require revised work programmes, catch-up plans, additional deployment, round-the-clock working, or other remedial measures at the cost and risk of the Agency.
- (j) While the Authority shall make commercially reasonable administrative efforts to facilitate Right-of-Way (RoW), unencumbered land possession, utility shifting, tree-cutting permissions, forest and environmental clearances, and other statutory permissions required to deliver clear site access, any delay or interruption in providing such access— howsoever caused, arising from third-party objections, litigation, court orders, statutory procedures, utility shifting, inter-departmental coordination, regulatory actions, force majeure events, or any other cause beyond the Authority's reasonable administrative control — shall not entitle the Agency to any financial compensation, monetary damages, idle charges for labour or machinery, demobilisation or remobilisation costs, extended corporate or field overhead claims, loss of profits, or any other pecuniary remedy of any nature whatsoever. The Authority's obligation extends solely to commercially reasonable administrative facilitation and not to guaranteed delivery of unencumbered site access by any specified date.

- (k) The sole and exclusive remedy available to the Agency for any delay in site access that is directly and provably attributable to the Authority's failure to provide cleared RoW or site access after all reasonable administrative steps have been taken shall be a non-financial Extension of Time (EOT), assessed under this clause. Grant of any such EOT shall be conditional upon the Agency demonstrating to the Authority's satisfaction:
- (i) that the specific portion of the site was unavailable solely due to the Authority's failure and not to any act, omission, or default of the Agency;
 - (ii) that such unavailability directly and materially impacted the critical path of the approved project schedule; and
 - (iii) that the Agency took all available mitigation measures and continued executing on all available portions of the site.
- (l) The Authority's determination of the validity, extent, and duration of any claimed EOT shall be final for contract administration purposes, subject to applicable law. No grant of EOT shall entitle the Agency to any compensation, damages, escalation, prolongation costs, overheads, loss of profit, idle charges, or any other monetary relief.
- (m) The Agency shall continue execution of all unaffected portions of the Works notwithstanding any site access constraint affecting any particular portion thereof.

27. Inspection, Testing, Quality Control, Record Retention, Access to Records, Audit, Evidentiary Use, Approved Vendor and Make Matrix

- (a) The Authority or any authorised officer, consultant, engineer, agency, auditor, vigilance authority, or other person duly authorised by it shall have the unrestricted right, at any stage during the tender process and during the currency or after completion/termination of the contract, to inspect, test, verify, evaluate, audit, copy, record, download, and rely upon the work, records, materials, plant, equipment, site operations, communications, measurements, accounts, logs, reports, photographs, correspondence, electronic records, books, registers, vouchers, labour records, insurance records, test reports, and all other documents or material relating to the tender or contract.
- (b) The Agency shall provide full cooperation, access, assistance, labour, instruments, samples, facilities, passwords, credentials, technical support, records, and such other assistance as may be required by the Authority for inspection, testing, verification, audit, or investigation.
- (c) Rejection, approval, certification, inspection, testing, partial acceptance, payment, or use of any work, material, document, deliverable, or service shall not relieve the Agency of any responsibility for quality, durability, workmanship, performance,

reliability, statutory compliance, defect liability, warranty, confidentiality, or any other contractual obligation.

- (d) The Agency shall preserve all records, books, registers, vouchers, measurement books, correspondence, electronic records, audit trails, test reports, labour records, insurance records, and other supporting documents relating to the tender and contract for such period as may be prescribed by applicable law, audit requirement, vigilance requirement, or record retention policy of the Authority, and where no such period is prescribed, for at least seven (07) years after completion, termination, closure, or discharge of the contract.
- (e) Any refusal, obstruction, falsification, destruction, tampering, concealment, or suppression of records, evidence, or information shall constitute a serious contractual default and shall entitle the Authority to take any action available under the Tender Document and applicable law, including recovery, termination, Penal Actions (Clause 39), and other proceedings.

Approved Vendor and Make Matrix

- (f) Approved Vendor and Make Matrix: All plant, equipment, machinery, specialised components, and core construction materials used in execution of the Works — including but not limited to pumps, motors, valves, pipes and pipe fittings, HDPE pipes, SCADA systems, PLCs, lights, electrical panels, switchgear, transformers, flow meters, pressure gauges, water or sewage treatment plant process equipment, or any other material or equipment designated by the Authority — shall be procured and supplied only from the Approved Vendor and Make Matrix specified in the Technical Specifications or Schedule of Approved Vendors forming part of this Tender Document. No make, brand, model, manufacturer, supplier, or vendor not included in such Approved Vendor and Make Matrix shall be used, supplied, installed, incorporated, substituted, or relied upon by the Agency except with the prior written approval of the Authority.
- (g) The Agency shall have no right to substitute, alter, deviate from, or replace any approved make, brand, model, manufacturer, supplier, or vendor at any stage of execution without prior written consent of the Authority. Any request for approval of an alternative or equivalent make shall be supported by documented evidence of supply-chain failure, non-availability, or discontinuation of manufacture and shall be submitted through the PMC or TPI, where appointed under Clause 28, to the Authority for consideration. The evaluation of any such request — including the determination of technical equivalence, commercial acceptability, and any price or time implications

— shall rest within the sole, absolute, and unreviewable discretion of the Authority. The Authority may reject any proposed alternative without assigning any technical, commercial, or other reason, and no such rejection shall give rise to any claim, extension of time, additional cost, or compensation by the Agency.

- (h) Procurement, supply, installation, incorporation, or use of any unapproved, unlisted, substituted, sub-standard, or counterfeit material or equipment in contravention of this clause shall constitute a Major Default and shall entitle the Authority, without prior notice or opportunity of hearing except where required by applicable law, to:
- (i) reject and direct immediate removal and replacement of such material or equipment at the Agency's sole cost and risk;
 - (ii) withhold all pending payments until rectification is completed to the Authority's and PMC/TPI's satisfaction;
 - (iii) invoke performance security to meet removal, re-procurement, re-installation, and consequential costs;
 - (iv) impose liquidated damages under Clause 41 for any resulting delay; and
 - (v) exercise Penal Actions (Clause 39). Any delay caused solely by removal and replacement of such unapproved material shall not entitle the Agency to any Extension of Time or any other relief.

28. Project Management Consultant (PMC) and Third Party Inspection (TPI)

- (a) The Authority may, at its sole and absolute discretion, appoint one or more Project Management Consultants (hereinafter "PMC") and/or one or more Third Party Inspection agencies (hereinafter "TPI") for the purposes of day-to-day supervision, quality monitoring, inspection, testing, technical review, billing certification, progress assessment, and such other functions as the Authority may determine from time to time. Such appointment shall be at the exclusive prerogative of the Authority. There shall be no obligation upon the Authority to appoint a PMC or TPI for any contract, and the absence of such appointment shall not affect the Agency's obligations under the Tender Document or entitle it to any additional claim.
- (b) The Authority reserves the right to appoint, replace, substitute, terminate, expand, restrict, or vary the scope of engagement of any PMC or TPI at any stage of the contract, without prior notice to or consent of the Agency, and without incurring any liability, obligation, or claim by reason thereof. The Agency shall continue to perform all contractual obligations irrespective of any such appointment, replacement, restriction, or withdrawal.
- (c) Where the Authority appoints a PMC:

- (i) the PMC shall function as the authorised representative of the Authority for the purposes of day-to-day supervision of execution, co-ordination, quality monitoring, progress review, measurement, site instructions, and certification of running bills, interim bills, and other claims, subject to the Authority's overall superintendence and the right of the Authority to issue direct instructions at any time;
 - (ii) all written instructions, communications, directions, observations, decisions, and clarifications issued by the PMC shall be treated as having been issued by the Authority and shall be complied with by the Agency promptly and without demur, to the same extent and with the same force as if issued directly by the Authority, unless the Authority expressly overrides or modifies such instruction in writing;
 - (iii) where the Authority directs that running bills, interim bills, or final bills shall be submitted through or certified by the PMC, no bill shall be valid, processable, or payable unless accompanied by the PMC's written certification confirming compliance with all applicable contractual, technical, statutory, labour, tax, and quality requirements up to the relevant period; the PMC's certification shall constitute a mandatory condition precedent to processing of such bill, and the Authority shall not be obliged to process any uncertified or deficiently certified bill;
 - (iv) the PMC's certification of any bill, measurement, quantity, or claim shall not bind or obligate the Authority to pay the certified amount or accept the certified work, and shall at all times be subject to the Authority's independent verification, scrutiny, audit, and approval; the Authority may accept, modify, reduce, withhold, or reject any PMC certification without assigning any reason, and the Agency shall have no claim whatsoever on account of any such action.
- (d) Where the Authority appoints a TPI agency:
- (i) the TPI shall conduct independent inspection, sampling, testing, technical audit, and quality review of the work, materials, plant, equipment, workmanship, and execution methodology at such stages, frequencies, locations, and under such protocols as the Authority or the TPI may specify;
 - (ii) the TPI's inspection reports, test results, audit findings, technical opinions, and non-compliance notices shall be admissible as evidence in any dispute, claim, proceeding, or audit, and the Authority shall be entitled to rely upon and act upon such findings and opinions for all contractual and legal purposes without further proof;

- (iii) where the TPI issues a non-compliance notice, adverse finding, or rejection in respect of any work, material, equipment, or methodology, the Agency shall forthwith stop the affected activity, isolate the defective work or material, rectify the deficiency, and obtain the TPI's written clearance before resuming, all within the timeline specified by the TPI or the Authority; the cost of rectification, re-testing, and all consequential delay shall be entirely at the Agency's risk and cost;
 - (iv) the TPI shall have the power to designate "hold points" — stages at which the Agency must mandatorily halt further execution of a specific activity until the TPI has inspected and issued written clearance; the Agency shall comply with every hold point notice strictly and without demur; any execution beyond a hold point without TPI clearance shall be entirely at the Agency's sole risk, and the Authority may, without prejudice to any other remedy, direct demolition, removal, or re-execution of such work at the Agency's cost.
- (e) The Agency shall at all times:
- (i) render full and prompt cooperation, access, and facilitation to the PMC and TPI and their personnel;
 - (ii) provide, at its own cost, all labour, instruments, scaffolding, samples, test specimens, access arrangements, and such other support as the PMC or TPI may require;
 - (iii) make available all records, measurement books, test certificates, quality control documents, material registers, sub-vendor details, as-built records, and any other documentation demanded by the PMC or TPI without delay; and
 - (iv) designate at all times a competent responsible person at site to attend to and facilitate the PMC and TPI.
- (f) Any refusal, obstruction, delay, non-cooperation, concealment, or resistance by the Agency in providing access, information, or facilitation to the PMC or TPI shall constitute a material contractual default and shall entitle the Authority, without prejudice to any other right or remedy, to withhold payment, suspend work, invoke performance security, exercise Penal Actions (Clause 39), and recover all resultant costs.
- (g) Notwithstanding anything contained in this clause:
- (i) the Authority's decision on any matter shall be final, binding, and conclusive and shall prevail over any recommendation, certification, opinion, instruction, or finding of the PMC or TPI at all times;
 - (ii) the Authority may, at its sole and absolute discretion, override, modify, revoke, supplement, or set aside any recommendation, certification, instruction, direction,

- or finding of the PMC or TPI, without assigning any reason, and the Agency shall comply with the Authority's decision without demur;
- (iii) the Agency shall not raise any claim, dispute, or contention against the Authority on the basis of any opinion, instruction, certification, approval, or direction of the PMC or TPI, and expressly acknowledges that the PMC and TPI act as agents of the Authority and cannot bind the Authority beyond what the Authority independently confirms in writing; and
 - (iv) any certification, approval, inspection clearance, or favourable opinion of the PMC or TPI shall not constitute acceptance of the work by the Authority and shall not relieve the Agency of any responsibility for quality, workmanship, durability, performance, statutory compliance, safety, defect liability, warranty, or any other contractual obligation under the Tender Document.
- (h) No action, omission, instruction, hold point, certification, finding, or opinion of the PMC or TPI shall give rise to any right on the part of the Agency to claim or receive:
- (i) additional cost, compensation, or damages arising from compliance with PMC or TPI requirements or directives;
 - (ii) extension of time on account of PMC or TPI inspection, hold points, re-inspection, or clearance requirements;
 - (iii) any waiver or estoppel in respect of any defect, default, or non-compliance; or
 - (iv) any other relief of any nature on account of any act or omission of the PMC or TPI.
- (i) Where re-inspection, re-testing, additional sampling, or repeat visits by the PMC or TPI become necessary on account of defective work, failed tests, use of sub-standard materials, non-compliance, obstruction, or any default attributable to the Agency, all costs of such re-inspection, re-testing, and repeat visits shall be recoverable from the Agency as a debt due to the Authority and may be adjusted from any amount payable to the Agency under this or any other contract, without prejudice to any other remedy.
- (j) The PMC and TPI shall have the same right of access to the work, site, records, materials, plant, laboratories, stores, and all related documentation as the Authority itself. The Agency shall treat the PMC and TPI and their personnel with the same cooperation and facilitation as it would extend to the Authority's own officers, and shall not discriminate between or among them in any manner.

29. Measurement, Certification, Objection and Billing

- (a) Where applicable, all measurements, entries, test results, certifications, approvals, and records made or maintained by the Authority or its authorised officer in the measurement book, digital system, portal record, or other official record shall, unless

disputed in writing within seven (07) days from communication or availability, be treated as accepted by the Agency.

- (b) No objection raised after the above period shall be entertained unless the Authority is satisfied that there is a patent clerical error or manifest mistake.
- (c) No running bill, interim payment, final bill, or release of any amount shall be due unless the Agency has complied with all applicable statutory, labour, insurance, safety, tax, and contractual requirements up to the relevant period and has furnished such proof, returns, certificates, and documents as the Authority may require. The Authority may withhold any bill until full compliance is established to its satisfaction.
- (d) The Agency shall not be entitled to withhold performance, delay execution, or raise a claim merely because the Authority has not accepted its own measurement, bill, or certification proposal.
- (e) No-Claim Certificate — Condition Precedent to Final Payment and Release of Security
 - (i) As a strict and non-waivable condition precedent to the release of the Final Bill, Final Payment, Retention Money, and Performance Security, the Agency shall execute and submit a No-Claim Certificate in the format specified by the Authority, confirming that:
 - (A) all work has been completed to the Authority's satisfaction;
 - (B) all claims, demands, disputes, and objections of any nature — whether for extra items, variations, extension of time, compensation, escalation, idle charges, loss of profit, or any other head — have been fully and finally settled, and the Agency has no subsisting claim of any kind against the Authority;
 - (C) no proceedings have been initiated, threatened, or are pending by or on behalf of the Agency against the Authority in relation to this contract; and
 - (D) the Agency unconditionally and irrevocably waives all rights to raise, revive, or pursue any such claim after submission of this certificate.
 - (ii) Any reservation of a specific claim must be raised and registered in writing before the City Engineer within the time prescribed under Clause 48(j), and expressly acknowledged in writing by the Authority as a reserved claim, before submission of the NCC. No oral, implied, or constructive reservation shall be recognised.
 - (iii) Refusal or failure to submit the NCC within the period specified by the Authority shall entitle the Authority to withhold final payment, retention money, and performance security indefinitely without liability for interest or compensation.

- (iv) This sub-clause shall not limit the Authority's right to recover amounts due on account of latent defects, fraud, suppression, overpayment, or audit objection discovered after submission.

30. Service Level Framework

- (a) For contracts involving services, IT systems, operation and maintenance, annual maintenance, consultancy, or other output or performance-based obligations, the Tender-Specific Schedule shall prescribe service levels, performance standards, response times, uptime or availability requirements, reporting frequencies, measurement methodologies, escalation matrix, and consequences of service level failures including service credits, penalties, and termination thresholds. Such service level requirements shall be enforceable as contractual obligations of the same force and effect as time obligations under Clause 26.
- (b) Failure to meet any prescribed service level shall constitute a default entitling the Authority to levy service credits or liquidated damages as specified in the Tender-Specific Schedule, withhold payment, require remediation within a specified period, exercise step-in rights, or exercise any other remedy available under the Tender Document. Repeated or persistent failure to meet service levels shall constitute a major default entitling the Authority to terminate the contract. The Agency expressly agrees that service credit deductions are a genuine pre-estimate of loss and not a penalty.
- (c) The Authority shall have full and unrestricted right to conduct, commission, or direct independent measurement, monitoring, verification, and audit of service levels at any time and at the Agency's cost. The Authority's determination of service level achievement or failure shall, in the absence of manifest error, be final and binding for the purposes of service credit calculation and any default action.

Commercial Terms, Taxes, Quantity and Financial Adjustments

31. Taxes, Duties and Statutory Price Changes

- (a) The quoted price shall be deemed to include all taxes, duties, levies, cess, charges, royalties, fees, and other outgoings payable up to the date of submission of bid, unless the Tender Document expressly provides otherwise.
- (b) Unless the Tender Document expressly provides for price adjustment, escalation, variation, reimbursement, or compensation, the Contract Rates and Prices shall remain firm and fixed throughout the entire Contract Period, including any extension of time granted under the Contract. The Agency shall be deemed to have taken into account all risks relating to fluctuations in market prices, labour costs, material costs, fuel prices,

transportation costs, machinery costs, inflation, commercial conditions, availability of resources, and all other factors affecting execution. No claim for escalation, compensation, additional payment, loss, hardship, increased cost, or similar relief arising from such fluctuations or conditions shall be entertained by the Authority.

- (c) Any change in law, tax, duty, levy, cess, statutory charge, or similar impost after submission of bid shall not entitle the Agency to any automatic price increase, unless the Tender Document or the Authority expressly provides for such adjustment in writing.
- (d) Any claim for adjustment, reimbursement, escalation, or revision on this account shall be strictly subject to the Tender Document, evidence produced, and the satisfaction of the Authority.
- (e) The Agency shall issue valid GST tax invoices in the prescribed statutory format for every bill submitted. As a strict condition precedent to payment of any running bill, interim bill, or final bill, the Agency shall have filed all applicable GST returns for all periods up to and including the relevant billing period and shall furnish proof of such filing to the satisfaction of the Authority. The Authority shall be entitled to withhold payment of any bill pending such proof, and such withholding shall not constitute a breach or default by the Authority or entitle the Agency to interest, damages, or any other claim.
- (f) Where the reverse charge mechanism (RCM) is applicable by law to any supply under this contract, the party liable to pay GST under RCM shall be governed solely by the applicable GST law. No separate claim shall lie against the Authority for amounts payable by the Authority under RCM, and such RCM liability shall not entitle the Agency to any upward revision of the quoted price.
- (g) Any increase, decrease, introduction, or withdrawal of GST or any other tax, cess, or levy, or any change in rate thereof, after the last date of submission of bids, shall not entitle the Agency to any revision of the quoted price or additional compensation unless the Tender Document expressly provides for such adjustment. Any benefit accruing to the Agency from a reduction in tax rate after bid submission shall be passed on to the Authority by way of a corresponding reduction in the bill amount.

32. Variation / Excess / Savings / Deviations

- (a) The quantities mentioned in the tender are approximate and liable to variation during execution.
- (b) The Authority shall have full power to increase, decrease, omit, substitute, split, combine, alter, or vary any item, quantity, specification, design, scope, alignment,

- methodology, sequence, or component of the work in the interest of public service, technical requirement, budgetary control, administrative necessity, or site condition.
- (c) The Agency shall not be entitled to claim any compensation, loss of profit, damages, overheads, idle charges, or escalation solely on account of increase, decrease, omission, saving, or variation in quantities or scope.
 - (d) No extra item, excess item, substituted item, deviation item, non-schedule item, or other additional work shall be deemed payable unless the same is specifically identified and approved in writing by the competent Authority prior to execution. No oral instruction, site direction, measurement entry, correspondence, or interim certification shall by itself create any right to payment.
 - (e) Approval of excess quantities, savings, deviations, substituted items, non-schedule items, and revised estimates shall be governed by the powers delegated by the Authority/Government from time to time.
 - (f) Any excess or extra work executed without prior written approval shall be deemed to have been executed at the sole risk of the Agency and shall not entitle the Agency to any payment, compensation, escalation, time extension, or other claim, except to the extent expressly ratified in writing by the competent Authority.

33. Advance Payment

- (a) Where the Tender Document provides for mobilisation advance or any other advance payment, such advance shall be paid only upon the Agency furnishing:
 - (i) an unconditional, on-demand bank guarantee from a scheduled commercial bank in the standard form prescribed by the Authority, for the full advance amount;
 - (ii) evidence of establishment of site, mobilisation of resources, or such other condition as specified in the Tender Document; and
 - (iii) such other documents as the Authority may require. The Authority's decision on whether the conditions for advance are satisfied shall be final.
- (b) Advance shall be recovered from running bills at the rate and in the manner prescribed in the Tender Document, and in any event shall be fully recovered before release of the penultimate bill. Where recovery from bills is insufficient, the Authority shall be entitled to invoke the advance bank guarantee for the unrecovered balance without further notice.
- (c) In the event of termination for any reason, the unrecovered advance, together with interest at such rate as specified in the Tender Document (and where not specified, at 18% per annum from the date of disbursement to the date of recovery), shall be immediately recoverable from the Agency as a debt due to the Authority.

- (d) The Authority shall be entitled to invoke the advance bank guarantee without further notice upon termination.
- (e) No payment of advance shall be construed as a waiver of any other right of the Authority or as creating any right in the Agency beyond what is expressly stated.

Execution Controls and Statutory Compliance

34. Subletting / Assignment / Transfer

- (a) The Agency shall not assign, transfer, sublet, sub-contract, part with possession of, or otherwise dispose of the whole or any part of the contract, scope of work, supply, service, consultancy, EPC obligation, maintenance obligation, or any component thereof, whether directly or indirectly, without prior written approval of the Authority.
- (b) Mere supply of standard materials, engagement of labour, transportation arrangements, or specialised ancillary services ordinarily incidental to execution shall not by itself constitute prohibited subletting unless the Authority determines that substantial execution responsibility has been transferred.
- (c) Any unauthorised assignment, subletting, transfer, back-to-back arrangement, benami execution, or indirect execution through another entity shall constitute a fundamental breach of contract and shall entitle the Authority to terminate the contract, forfeit security deposit/performance security, recover losses, and exercise Penal Actions (Clause 39).
- (d) Permitted Subcontracting — Applicability : Sub-clauses (d) through (k) apply exclusively where the Tender Document, Data Sheet, or express tender condition specifically identifies categories or items of work for which subcontracting is permitted. The prohibition under sub-clause (a) applies in full to all other work. Express permission to subcontract a category is not approval of any specific subcontractor — such approval must be obtained separately under sub-clause (e).
- (e) Mandatory Prior Written Approval for Each Subcontractor : Even where the Tender Document expressly permits subcontracting, the Agency shall, before engaging any subcontractor, submit a written application in the format prescribed by the Authority containing:
 - (i) full legal name, constitution, PAN, and GSTIN of the proposed subcontractor;
 - (ii) exact scope and estimated value to be subcontracted;
 - (iii) documentary evidence of the subcontractor's technical qualifications and relevant experience;

- (iv) a written declaration by the proposed subcontractor confirming it is not blacklisted or debarred by any Government authority, PSU, local body, or statutory body;
 - (v) confirmation of no conflict of interest with the Authority or this contract; and
 - (vi) current insolvency and financial status. The Authority shall, in its sole and absolute discretion, approve or reject any proposed subcontractor without assigning reasons, and such rejection shall not entitle the Agency to extension of time, additional cost, or compensation.
- (f) Conditions — Value Cap and Restrictions :
- (i) The aggregate value of all subcontracted work across all approved subcontractors shall not exceed the percentage specified in the Tender Document, or where none is specified, such percentage as may be approved by the Authority;
 - (ii) work identified as the Agency's own key scope, minimum execution responsibility, or mandatory self-execution component shall not be subcontracted under any circumstances;
 - (iii) no further sub-subcontracting by any approved subcontractor shall be permitted;
 - (iv) the Authority may at any time, without assigning reasons, revoke approval of any subcontractor and direct the Agency to immediately cease its engagement, and the Agency shall comply within the time specified without any right to compensation.
- (g) Governing Conditions of Tender Obligation Cascade — Subcontractor Declaration :
- Before commencement of work by any approved subcontractor, the Agency shall obtain and submit to the Authority a duly notarised declaration in the format prescribed by the Authority from the subcontractor confirming that:
- (i) the subcontractor shall comply with all applicable provisions of the Governing Conditions of Tender in relation to its scope;
 - (ii) the Authority, PMC, TPI, and any authorised inspector shall have unrestricted access to the subcontractor's worksite, plant, records, and personnel at any time without prior notice;
 - (iii) the subcontractor shall comply with all labour law, safety, environmental, and statutory obligations;
 - (iv) the subcontractor shall notify the Agency within twenty-four (24) hours of occurrence of any event listed in Clause 24(b) so that the Agency can meet its forty-eight-hour disclosure obligation; and
 - (v) the subcontractor shall not engage in any act that would, if done by the Agency, constitute a breach of the Governing Conditions of Tender. Non-submission of this

declaration before commencement shall itself constitute a breach under sub-clause (c).

(h) No Payment, No Privity, Authority's Direct Access

- (i) The Authority shall not make any payment directly to any subcontractor, nor shall any subcontractor have any right to receive payment from the Authority — all payments to subcontractors are the Agency's sole responsibility.
 - (ii) The Authority's approval of a subcontractor, direct inspection of its works, or issuance of any instruction for safety or statutory compliance shall not create any privity between the Authority and the subcontractor, and sub-clauses (j) and (k) apply without modification.
 - (iii) Upon revocation of approval under sub-clause (f)(iv), the Authority may direct the subcontractor to cease work and vacate the site; the Agency shall be responsible for ensuring compliance.
- (i) Approval, if granted by the Authority, shall not relieve the Agency from any obligation, liability, defect liability, safety responsibility, statutory compliance, or contractual duty under the contract.
- (j) Any approval granted by the Authority for subletting, subcontracting, or assignment shall not, under any circumstances, create any privity of contract between the Authority and the subcontractor, supplier, or assignee. The Agency shall remain solely, directly, and unconditionally liable for all acts, omissions, defaults, and breaches of its subcontractors as if they were the acts or omissions of the Agency itself.
- (k) No subcontractor shall have any right to raise any claim, dispute, or demand directly against the Authority.
- (l) The Agency shall not, without prior written approval of the Authority, assign, transfer, hypothecate, factor, pledge, or encumber any payment claim, receivable, or monetary entitlement arising under this contract in favour of any bank, financial institution, or third party. Any such assignment or encumbrance without approval shall be void and unenforceable as against the Authority, and the Authority's rights of set-off, withholding, and recovery under Clause 45 shall remain exercisable in full notwithstanding any such purported assignment. Breach of this sub-clause shall constitute a material default entitling the Authority to terminate the contract and exercise Penal Actions (Clause 39).

35. Labour Law and Statutory Compliance

- (a) The Agency shall comply with all applicable Acts, Rules, Regulations, Notifications, Labour Laws, Environmental Laws, Tax Laws, Safety Laws, and directions issued by competent authorities from time to time.
- (b) The Agency shall obtain and maintain all registrations, permissions, licences, approvals, and clearances required for execution of the work.
- (c) Any non-compliance by the Agency or any subcontractor, worker, labour supplier, agent, or person engaged by the Agency with respect to wages, minimum wages, PF, ESI, labour welfare, contract labour, BOCW, safety, or other labour-related statutory requirements shall constitute a material contractual breach.
- (d) The Authority may, without prejudice to any other remedy, withhold payment, recover the amount from dues payable, direct rectification, suspend work, terminate the contract, invoke security, or take such other action as may be permissible under law and the Tender Document.
- (e) Any liability arising due to violation of any statutory provisions by the Agency shall be solely borne by the Agency.

36. Registered Office and Operational Presence in Gujarat

- (a) The Agency shall establish and maintain a registered office, principal place of business, or branch office within the State of Gujarat, duly registered or enrolled with the competent authority under applicable law. Such establishment shall be completed:
 - (i) at the time of submission of the bid; or
 - (ii) where not so established at the time of bid submission, within thirty (30) days from the date of acceptance of the Letter of Award or execution of the agreement, whichever is earlier.
- (b) The Agency shall furnish documentary proof of such establishment to the satisfaction of the Authority within the said period, and shall keep such proof current throughout the currency of the contract.
- (c) Where the Tender Document or the Authority specifically requires the Agency to establish or maintain an office or presence at Porbandar, the Agency shall comply with that specific requirement within the timeline prescribed in the Tender Document, or within thirty (30) days of the Letter of Award where no specific timeline is prescribed. Such Porbandar office shall be staffed with personnel having adequate authority to receive communications, issue receipts, and take operational decisions on behalf of the Agency, and shall be accessible during normal working hours. Proof of establishment of the Porbandar office shall be furnished to the Authority and shall be kept current.

- (d) Failure to establish or maintain the required Gujarat or Porbandar office within the prescribed period, or failure to furnish proof as required, shall constitute a Minor Default under the Governing Conditions of Tender and shall expose the Agency to the penalties applicable to Minor Defaults.
- (e) Repeated failure to comply with the requirements of this clause, or continued non-compliance after a formal written notice from the Authority requiring rectification within a specified period, shall constitute a Major Default and material breach of contract, entitling the Authority to exercise all remedies available under the Governing Conditions of Tender, including termination.
- (f) Any change of office address within Gujarat or Porbandar shall be immediately notified to the Authority in writing with documentary proof. Failure to notify a change of address shall not relieve the Agency of its obligations and the Authority's communications to the last notified address shall be deemed validly served.

37. Insurance and Safety Requirements

- (a) The Agency shall obtain and maintain, at its own cost, all insurance policies required under law and reasonably necessary for execution of the work, including but not limited to:
 - (i) Agency's All Risk Insurance;
 - (ii) Workmen Compensation / Employee Compensation Insurance;
 - (iii) Third Party Liability Insurance;
 - (iv) Insurance for plant, machinery, vehicles, and equipment; and
 - (v) any other insurance required by applicable law or directed by the Authority.
- (b) The insurance shall remain valid for the entire execution period and defect liability period, wherever applicable.
- (c) The Agency shall be solely responsible for safety, security, barricading, traffic management, warning signs, PPE, accident prevention, and compliance with labour and safety laws.
- (d) Any accident, injury, damage, loss, or liability arising during execution shall be the sole responsibility of the Agency.
- (e) The minimum coverage amounts for each type of insurance shall be as specified in the Tender-Specific Schedule. Where no minimum is specified in the Schedule, the minimum coverage for Agency's All Risk insurance shall not be less than the estimated contract value, and the minimum coverage for all other categories shall be such amounts as the Authority may determine.

- (f) The Authority reserves the right to require the Agency to increase coverage amounts at any time during the contract period, and the Agency shall comply within the period specified.
- (g) Technical compliance with an insurance requirement at patently inadequate coverage amounts shall not constitute compliance with this clause, and the Authority's determination of adequacy shall be final.
- (h) Failure to maintain required insurance, or lapse of any policy, shall constitute a material default.

Defaults, Liquidated Damages for Delay, Penal Actions, Step-In Rights and Set-Off

38. Minor and Major Defaults During Execution

- (a) Without prejudice to other contractual or legal remedies, the Authority may impose penalties for execution-stage defaults.
- (b) Minor defaults may include delayed compliance of instructions, inadequate housekeeping, minor quality deficiencies, non-maintenance of records, absence of supervisory staff, safety lapses not causing major consequence, delay in submission of reports, minor deployment deficiencies, or other rectifiable defaults.
- (c) For minor defaults, the Authority may issue warning, direction for rectification, recovery of actual loss, proportionate penalty, withholding of payment, or temporary stoppage of work until compliance.
- (d) Major defaults may include abandonment of work, repeated non-compliance, substantial delay, fraudulent practice, corruption, submission of false records, unauthorised subletting, major quality failure, serious safety incident, breach of statutory obligations, obstruction of inspection, non-deployment of critical resources, or any act prejudicial to public interest or the Authority.
- (e) For major defaults, the Authority may impose compensation, levy liquidated damages, invoke performance security, terminate the contract, execute balance work at the risk and cost of the Agency, exercise Penal Actions (Clause 39), forfeit deposits, and initiate civil/criminal proceedings.
- (f) Where the Authority considers a default to be curable, it may, at its sole discretion, grant a written cure notice specifying the defect and the time within which it must be cured. No such notice shall be mandatory. No cure opportunity shall be required in case of abandonment, repeated breach, fraud, misrepresentation, safety violation, statutory violation, unauthorised subletting, material default, or any default that in the opinion of the Authority affects public interest or the integrity of the contract.

- (g) Where the Agency fails to cure a default within the time granted by the Authority, or where the same or similar default is repeated more than once, or in case of repeated, persistent, or recurring defaults the Authority may treat the conduct as abandonment or persistent default and may proceed to step-in, risk-and-cost execution, termination, forfeiture, Penal Actions (Clause 39), or any other remedy available under the Tender Document and law.
- (h) Determination of the nature and gravity of default by the Authority shall be final for contractual purposes.

39. Debarment, Blacklisting and Penal Actions

- (a) The Authority shall have the power to initiate and impose debarment, blacklisting, suspension from tendering, and other penal actions (collectively, "Penal Actions") against any Bidder/Agency, without any obligation to assign reasons and without prejudice to any other contractual, statutory, administrative, civil, or criminal remedy. The Authority's determination to initiate, impose, vary, or revoke any Penal Action shall be final for contractual purposes.
- (b) Without limiting the generality of sub-clause (a), the Authority may initiate Penal Actions on any one or more of the following grounds:
 - (i) submission of forged, fabricated, manipulated, false, or misleading documents, certificates, or declarations;
 - (ii) suppression, concealment, partial disclosure, or misleading disclosure of any material information required under the Tender Document;
 - (iii) false affidavit or declaration;
 - (iv) fraudulent, corrupt, collusive, coercive, cartelised, or anti-competitive conduct;
 - (v) withdrawal of bid during the validity period or failure to maintain bid validity;
 - (vi) failure to accept the Letter of Award within the stipulated time;
 - (vii) failure to furnish performance security, execute the agreement, or comply with post-award requirements within the stipulated time;
 - (viii) failure to submit Tender Fee or EMD in the prescribed manner and within the prescribed time;
 - (ix) abandonment of work or the contract;
 - (x) unauthorised assignment, subletting, or transfer of the contract;
 - (xi) serious quality failure, repeated quality defect, or gross substandard execution;
 - (xii) serious safety breach or statutory violation;
 - (xiii) material breach, persistent default, or repeated breach of contract;
 - (xiv) breach of Integrity Pact or anti-corruption obligations;

- (xv) conflict of interest suppression, collusion, or related-party misrepresentation;
 - (xvi) refusal, obstruction, or non-cooperation with inspection, audit, vigilance, or investigation;
 - (xvii) misrepresentation of eligibility, qualification, experience, or credentials;
 - (xviii) any Major Default; and
 - (xix) any other conduct that the Authority reasonably determines to be prejudicial to public interest, the integrity of procurement, or the Authority's rights and interests.
- (c) For the purposes of this Tender Document, "Penal Actions" shall include, individually or in combination:
- (i) debarment for a specified or indefinite period from participation in tenders of the Authority;
 - (ii) blacklisting, with or without notification to other Government Departments, Urban Local Bodies, Statutory Authorities, Public Sector Undertakings, Boards, Corporations, and regulatory bodies as the Authority considers appropriate;
 - (iii) disqualification from the current tender or any future tender of the Authority;
 - (iv) forfeiture of Earnest Money Deposit, bid security, performance security, security deposit, retention money, or any other deposit or instrument furnished under the Tender Document;
 - (v) termination of the contract and risk-and-cost execution through another agency;
 - (vi) recovery of all losses, damages, costs, charges, expenses, and additional expenditure from any sums due to the Bidder/Agency under this or any other contract with the Authority;
 - (vii) set-off and appropriation as provided under Clause 45 (Set-off and Recovery of Dues);
 - (viii) initiation of civil, criminal, administrative, fiscal, or disciplinary proceedings under applicable law; and
 - (ix) reporting and notification to other Government authorities, regulatory bodies, or law enforcement agencies as the Authority may deem appropriate.
- (d) Penal Actions may be taken against:
- (i) the Bidder/Agency itself;
 - (ii) in the case of a Joint Venture, consortium, or partnership, any one or more members thereof, jointly or severally;
 - (iii) any entity on whose qualification, experience, credentials, or eligibility the Bidder has placed reliance in the bid; and

- (iv) in the case of a company or LLP, its directors, partners, or control persons to the extent permissible under applicable law.
 - (v) any entity that the Authority reasonably determines to be an alter ego or instrument of circumvention of the Bidder/Agency, having regard to commonality of management, ownership, or operational assets.
- (e) Except where expressly required by applicable law or a specific Government Resolution, no prior show-cause notice, opportunity of hearing, or any other procedural step shall be mandatory before initiation or imposition of any Penal Action. Where the Authority, at its discretion, issues a show-cause notice, the Bidder/Agency shall respond within the period specified; the Authority's decision after considering such response, or after expiry of the notice period without response, shall be final for all contractual purposes.
- (f) A debarred or blacklisted Bidder/Agency shall:
 - (i) be ineligible to participate in any tender of the Authority during the period of debarment or blacklisting;
 - (ii) have no entitlement to any compensation, damages, loss of profit, or any other claim against the Authority on account of such Penal Action; and
 - (iii) be subject to termination of any subsisting contract with the Authority without further notice, upon imposition of Penal Actions.
- (g) The Authority may communicate debarment or blacklisting to such other Government Departments, Agencies, Authorities, and bodies as it considers appropriate.
- (h) The Authority's right to initiate, continue, or complete Penal Action proceedings shall survive the expiry, completion, termination, rescission, cancellation, closure, or discharge of the contract or tender process, and shall not be barred, extinguished, or limited by any acceptance, certification, payment, release, no-dues certificate, final settlement, or any prior stage of evaluation or administration.
- (i) Penal Actions are cumulative with, and not in substitution of, every other contractual, statutory, equitable, administrative, civil, and criminal remedy available to the Authority. The Authority may exercise one or more Penal Actions simultaneously with, or independently of, any other remedy. Exercise of any Penal Action shall not constitute an election of exclusive remedy nor prejudice the Authority's right to pursue any other available remedy.
- (j) All references to debarment, blacklisting, disqualification, penal action, or similar consequences in any other clause of this Tender Document shall be read in conjunction with, and as subject to, this Master Clause. The provisions of this Master Clause shall apply, mutatis mutandis, to all stages of the tender process, all categories of

procurement, all defaults, and all stages of contract administration and execution. Where any other clause describes specific grounds or consequences for debarment/blacklisting, such description is illustrative and is without prejudice to the comprehensive powers of the Authority under this Master Clause.

40. Suspension of Contract

- (a) Without prejudice to any other right or remedy available under the Tender Document or applicable law, the Authority may, by written notice, suspend the whole or any part of the contract for such period and on such terms as it considers necessary or expedient in the public interest, including but not limited to: suspected or confirmed default pending investigation; risk to public safety, health, or environment; governmental or regulatory directive; financial constraint; force majeure; quality failure pending remediation; or any other public interest consideration. The Authority's determination of the grounds and duration of suspension shall be final for all contractual purposes.
- (b) During the period of suspension:
 - (i) the Agency shall immediately comply with the suspension notice and shall not proceed with any suspended obligation without express written authorisation from the Authority;
 - (ii) time shall not run in the Agency's favour for any purpose;
 - (iii) the Agency shall maintain, protect, and secure all work, materials, plant, equipment, and site at its own cost;
 - (iv) the Agency shall not be entitled to claim any compensation, loss of profit, idle charges, standby costs, overhead recovery, damages, or any other relief whatsoever on account of or during the suspension period, unless the Tender Document expressly provides otherwise; and
 - (v) all obligations of the Agency relating to safety, insurance, statutory compliance, and reporting shall continue in full force during suspension.
- (c) The Authority may at any time lift the suspension, direct resumption of work, modify the scope of resumption, or proceed to termination, as it deems fit in its sole and absolute discretion. The Agency shall resume performance within the time specified in the Authority's resumption notice and shall have no claim for additional time, cost, or compensation on account of suspension.
- (d) If suspension continues for more than ninety (90) consecutive days for reasons not attributable to the Agency or to any default by the Agency, the Authority may, at its sole discretion, terminate the contract on the terms applicable to termination for convenience under the Tender Document. Such termination shall not entitle the

Agency to any compensation beyond payment for work actually executed and duly verified up to the date of suspension, subject to audit and all applicable deductions and recoveries.

41. Liquidated Damages for Delay

- (a) Where the Agency fails to achieve any milestone, stage, output, or completion date within the stipulated time for reasons attributable to the Agency, the Authority shall be entitled, without prejudice to any other right or remedy, to recover liquidated damages at such rate, in such manner, and subject to such cap or ceiling as may be specified in the Tender Document or, where so permitted, as determined by the Authority.
- (b) The levy of liquidated damages shall be in addition to, and not in substitution of, any other contractual, statutory, or equitable remedy available to the Authority, including withholding of payment, risk-and-cost action, invocation of security, termination, Penal Actions (Clause 39).
- (c) The parties expressly acknowledge and declare that the rate of liquidated damages specified in the Tender Document represents a genuine pre-estimate, agreed upon by the parties at the time of contracting, of the loss, damage, cost, and inconvenience likely to be suffered by the Authority in the event of delay or non-performance. Such liquidated damages are not in the nature of a penalty.
- (d) The Agency expressly waives any right to dispute, challenge, or seek judicial reduction of the rate of liquidated damages on the ground that the actual loss suffered by the Authority is less than, differs from, or is incapable of precise quantification relative to, the amount so specified. Recovery of liquidated damages shall be without prejudice to the Authority's right to recover any further loss, damage, or expenditure exceeding the liquidated damages amount through any other available remedy.

42. Replacement of Personnel. Supervisors. Equipment and Resources

- (a) The Authority may, at any stage, direct the Agency to replace any key personnel, supervisor, engineer, operator, machinery, plant, equipment, or other resource found unsuitable, deficient, absent, unsafe, inadequate, or non-compliant, within such time as the Authority may specify.
- (b) Failure to comply within the stipulated time shall constitute default, and the Authority may take such action as it deems fit including withholding of payment, suspension of work, risk-and-cost action, termination, or any other remedy available under the Tender Document and law.

- (c) No such replacement shall entitle the Agency to any extra payment, extension, or claim.

43. Step-in / Substitution of Agency

- (a) Without prejudice to any other right or remedy, upon any default, abandonment, slow progress, failure of compliance, or breach by the Agency, the Authority may, at its sole discretion and without waiting for termination, step in and itself execute, complete, arrange, or get executed the whole or any part of the work through its own agency, through another agency, or through any other mode it deems appropriate.
- (b) All costs, losses, additional expenditure, administrative expense, delay consequences, and consequential charges arising out of such step-in or substitute execution shall be recoverable from the Agency as a debt due to the Authority and may be adjusted from any amount payable to the Agency under this or any other contract.
- (c) The Agency shall not be entitled to any compensation, extension, or claim on account of such step-in or substitute execution.

44. Risk and Cost

- (a) In case of failure, neglect, abandonment, slow progress, defective execution, or breach by the Agency, the Authority may complete the work or arrange completion through another agency at the risk and cost of the defaulting Agency.
- (b) Any excess expenditure, loss, damage, litigation cost, administrative expense, or liability incurred by the Authority shall be recoverable from the Agency. The Authority shall not be required to demonstrate competitive procurement of such substitute execution, and its certificate of expenditure signed by the City Engineer or authorised officer shall, in the absence of manifest arithmetical error, be conclusive as to the quantum of recovery.
- (c) Such recovery may be made from running bills, security deposit, performance guarantee, retention money, other contracts, or through legal proceedings.

45. Set-off and Recovery of Dues

- (a) Any amount due, recoverable, payable, or becoming payable to the Bidder/Agency under this or any other contract, bill, running account, security deposit, retention money, performance security, or otherwise may be adjusted, set off, withheld, appropriated, or recovered by the Authority against any dues, losses, damages, compensation, penalties, costs, charges, liabilities, or other amounts payable by the Bidder/Agency.

- (b) Such set-off, withholding, appropriation, or recovery may be made from running bills, security deposits, retention money, performance security, any other contract, or any other dues payable to the Bidder/Agency, without prejudice to any other contractual or legal remedy available to the Authority.
- (c) Where any excess expenditure, loss, damage, litigation cost, administrative expense, or liability is incurred by the Authority due to failure, neglect, breach, default, defective execution, slow progress, abandonment, or non-compliance by the Agency, the same shall be recoverable from the Agency in addition to any other remedy available under the Tender Document or law.

Indemnity, Risk Allocation, Loss and Liability

46. Indemnity, Risk Allocation, Loss and Liability of Agency

- (a) The Agency shall fully indemnify, defend, and keep indemnified the Authority and its officers, employees, representatives, consultants, and agents from and against all actions, proceedings, claims, losses, damages, liabilities, penalties, demands, compensation, costs, charges, and expenses arising out of or in connection with:
 - (i) breach of contract by the Agency;
 - (ii) negligent act, omission, misconduct, fraud, or default of the Agency;
 - (iii) death, injury, or damage to any person or property;
 - (iv) labour disputes, statutory violations, or employment claims;
 - (v) intellectual property infringement;
 - (vi) environmental damage, pollution, nuisance, or safety violations;
 - (vii) acts or omissions of employees, subcontractors, suppliers, agents, or persons engaged by the Agency; and
 - (viii) any act resulting in liability upon the Authority due to execution of the work.
- (b) The Agency shall bear all risks relating to the work, materials, machinery, equipment, labour, execution methodology, and site operations until completion and handing over.
- (c) Recovery under this clause may be made from any amount due or becoming due to the Agency under this or any other contract with the Authority, without prejudice to other legal remedies.
- (d) Exclusion of Consequential and Indirect Loss : Notwithstanding any other provision, whether the claim arises in contract, tort, restitution, statute, or otherwise, the Authority shall not be liable to the Agency for any loss of profit, loss of revenue, loss of business, loss of contract, loss of anticipated savings, loss of goodwill, wasted overheads, prolongation costs, idle machinery or labour costs, demobilisation or remobilisation costs, or any indirect, consequential, or special loss of any kind, arising

out of or in connection with this contract, any act or omission of the Authority, any suspension, termination, variation, change in scope, reduction in quantities, delay in handing over site, or any other event. The Authority's maximum aggregate liability to the Agency, in contract, tort, or otherwise, shall not exceed the total amounts actually paid to the Agency under the contract up to the date on which the claim arises. These limitations apply whether or not the Authority was advised of the possibility of such loss.

- (e) Asymmetry — Agency's Liability Uncapped : The exclusions and cap in sub-clause (d) apply solely to the Authority's liability to the Agency and shall not in any circumstances limit, cap, or reduce the Agency's liability to the Authority. The Agency's aggregate liability to the Authority — whether in contract, tort, restitution, statute, or otherwise — shall be uncapped and shall extend to all direct, indirect, consequential, penal, and special losses, damages, costs, and liabilities of the Authority arising from the Agency's default, breach, fraud, or misconduct, including all costs of risk-and-cost execution, re-procurement, re-tendering, legal proceedings, audit, and vigilance. This asymmetry is a material term of the contract, acknowledged and accepted by the Agency as a condition of participation.

Communication, Deemed Service and Post-Award Dispute Resolution

47. Communication and Deemed Service

- (a) Any notice, communication, direction, order, e-mail, portal communication, SMS alert, digital communication, registered post, speed post, courier communication, hand delivery, or publication on the e-tender portal by the Authority shall be deemed to have been duly served upon the Bidder/Agency.
- (b) Any notice, communication, clarification, order, demand, rejection, or decision issued by the Authority through the e-tender portal, registered e-mail, speed post, courier, hand delivery, or any other prescribed mode shall be deemed valid service on the Bidder/Agency.
- (c) The Bidder/Agency shall be responsible for maintaining a valid e-mail ID, mobile number, and portal credentials, and shall regularly check the portal and registered communication channels.
- (d) Failure to receive or open a communication due to fault of the Bidder/Agency shall not invalidate the communication or enlarge any time limit.

48. Dispute Resolution During Post Award/Execution of Contract

- (a) In respect of disputes, differences, claims, objections, or issues arising during the execution of the contract, including but not limited to measurement, quality, deviation, extra item, substituted item, variation, extension of time, delay, termination, levy of compensation, bill processing, release of payment, security deposit, defect liability, penalty, service levels, deliverables, milestones, maintenance obligations, supply obligations, consultancy outputs, performance obligations, or any other contract-stage matter, the first authority for resolution shall be the City Engineer or such other Officer as may be designated or authorised by the Authority, where applicable to the nature of the contract.
- (b) If the dispute is not resolved by the City Engineer or such other Officer as may be designated or authorised by the Authority, the aggrieved party may prefer an appeal before the Deputy Municipal Commissioner within fifteen (15) days from the date of receipt of communication of the decision of the City Engineer or such other Officer, as the case may be.
- (c) If the dispute still remains unresolved, the aggrieved party may prefer a further appeal before the Municipal Commissioner within fifteen (15) days from the date of receipt of communication of the decision of the Deputy Municipal Commissioner.
- (d) The decision of the Municipal Commissioner shall be the final decision of the Authority.
- (e) The above internal remedies shall ordinarily be exhausted before invoking any judicial forum, save and except where recourse to law is expressly available under applicable law.
- (f) Mere pendency of any dispute, appeal, representation, or proceedings shall not entitle the Agency to suspend, slow down, abandon, or stop execution of the contract, and the Agency shall continue execution of the contract during pendency of such proceedings.
- (g) Mere pendency of any dispute, appeal, representation, proceedings, or decisions shall not entitle the Agency to any compensation.
- (h) After exhaustion of the above stages, any party aggrieved may approach the competent judicial forum having exclusive territorial jurisdiction at Porbandar, subject to applicable law.
- (i) This clause shall prevail over all other clauses of the tender in respect of disputes, differences, claims, objections, and issues arising during the execution of works, and all such matters shall be governed by this clause to the extent applicable.
- (j) No claim, dispute, difference, or objection relating to any event, decision, measurement, instruction, deduction, recovery, penalty, or other act or omission of the Authority during execution shall be entertainable unless raised in writing before the City

Engineer or such other designated Officer within thirty (30) days from the date on which the Bidder/Agency became aware, or reasonably ought to have become aware, of the event or decision giving rise to such claim. Claims raised beyond this period shall be time-barred and shall not be entertained, regardless of whether the underlying cause of action subsists under applicable law. The time limit in this sub-clause does not apply where the event giving rise to the claim could not reasonably have been discovered within the stipulated period; in such cases, the time limit shall run from the date of actual or reasonable discovery, subject to the Authority's satisfaction.

(k) The parties expressly agree that the dispute resolution mechanism provided under this Tender Document and contract is the exclusive mechanism for resolution of all disputes. Arbitration under the Arbitration and Conciliation Act, 1996, or any amendment or re-enactment thereof, is expressly and irrevocably excluded. No dispute arising out of or in connection with this Tender Document or any contract executed pursuant hereto shall be referred to or resolved by arbitration. Any demand for arbitration, invocation of arbitration clause, or appointment of arbitrator shall be void and of no legal effect. The parties expressly waive all rights to invoke arbitration under any applicable law.

(l) Deemed Rejection — Authority's Silence

(i) Where the Agency has raised a claim, demand, dispute, or objection in writing in accordance with this clause and sub-clause (j), and the officer before whom it is raised has not communicated a decision within forty-five (45) days from the date of receipt:

(A) the claim shall be deemed to have been rejected in its entirety as on the forty-sixth (46th) day; and

(B) the period for preferring an appeal under sub-clause (b) or (c) shall run from the date of deemed rejection.

(ii) Deemed rejection shall not imply any admission or determination on the merits, and the Agency shall not contend that absence of a decision constitutes acceptance, acquiescence, or implied approval.

(iii) Failure by the Agency to prefer an appeal within the applicable period after a deemed rejection, or to initiate judicial proceedings within the applicable period after exhaustion of the internal mechanism, shall permanently extinguish the claim.

Integrity, Anti-Corruption, and Conflict of Interest

49. Integrity Pact

- (a) Where specifically stated in the Tender Document, or where the Authority so directs for a tender of sensitive, high-value, or strategic nature, the Bidder shall execute an Integrity Pact in the form prescribed by the Authority as a mandatory condition precedent.
- (b) The Integrity Pact shall remain valid throughout the tender, award, execution, and post-completion period as applicable, and any refusal, breach, attempted breach, or withdrawal from the same shall constitute a material breach.
- (c) Upon breach or refusal to execute the Integrity Pact, the Authority shall be entitled to reject the bid, cancel the award, forfeit EMD/security, exercise Penal Actions (Clause 39).
- (d) The Authority may require any further vigilance declaration, anti-corruption undertaking, or compliance certificate, and the Bidder shall comply without demur.

50. Fraudulent, Corrupt, Collusive and Coercive Practices

- (a) The Bidder/Agency shall observe the highest standards of integrity and transparency during bidding and execution.
- (b) Any fraudulent, corrupt, collusive, coercive, anti-competitive, cartelised, misleading, or unethical practice shall render the Bidder/Agency liable for rejection, termination, forfeiture, recovery, Penal Actions (Clause 39), and further legal action.
- (c) The Authority reserves the right to verify credentials, financial capacity, work experience, and authenticity of documents from any source deemed appropriate.

51. Conflict of Interest / Collusion / Bribery / Integrity and Disclosure

- (a) The Bidder/Agency shall not have any conflict of interest that may affect fair competition or impartial execution of the contract.
- (b) The Bidder/Agency shall not engage in collusion, cartelisation, bid rigging, bribery, inducement, gift, hospitality, or any corrupt or unethical practice in relation to the tender or the contract.
- (c) The Bidder, Agency, its directors, partners, proprietors, employees, consultants, associates, OEMs, support entities, and any person acting on its behalf shall disclose any actual, potential, or perceived conflict of interest, related-party relationship, prior collusion, prohibited arrangement, commission, fee, gratification, or any circumstance that may affect impartial procurement or performance. Suppression of a conflict of interest, or failure to disclose a material relationship or arrangement, shall be treated

as a material misrepresentation and a serious default, entitling the Authority to reject the bid, cancel award, terminate the contract, forfeit deposits, recover loss, and initiate Penal Actions (Clause 39).

- (d) Where any integrity concern, suspicious conduct, or procurement impropriety is reasonably suspected, the Authority may seek clarifications, additional documents, explanations, undertakings, or third-party verification, and the Bidder/Agency shall cooperate fully and promptly.

Insolvency, Corporate and Authority Events

52. Non-Corporate Entities — Equivalent Insolvency and Dissolution Events

- (a) Where the Bidder or Agency is constituted as a sole proprietorship, partnership firm (registered or unregistered), trust, registered society, or any other non-corporate entity, the following events shall be treated as equivalent to the insolvency and CIRP events described in this clause. All pre-bid disclosure obligations, continuing notification obligations, Authority's rights, termination rights, bank guarantee invocability, and retention money provisions under this clause shall apply to such events, mutatis mutandis:

- (i) Sole Proprietorship: death, mental incapacity, adjudication as insolvent or bankrupt, dissolution of the proprietor or the proprietorship business, or any insolvency, bankruptcy, or analogous application (filed or admitted) against the proprietor, under any applicable law including Part III of the Insolvency and Bankruptcy Code, 2016, the Provincial Insolvency Act, 1920, or the Presidency-towns Insolvency Act, 1909; or appointment of a Receiver, Official Assignee, Resolution Professional, Bankruptcy Trustee, or any analogous officer in respect of the proprietor or proprietorship;
- (ii) Partnership Firm: dissolution for any reason under the Indian Partnership Act, 1932 or any applicable law; adjudication of insolvency of the firm or of one or more partners; appointment of a Receiver for the assets of the firm or any partner; any insolvency or bankruptcy application (filed or admitted) against the firm or any partner; or any material change in the composition of the firm including retirement, expulsion, death, or insolvency of any partner whose credentials, experience, financial capacity, or participation was relied upon for qualification, eligibility, or performance of the contract;
- (iii) Limited Liability Partnership: winding up or dissolution under the Limited Liability Partnership Act, 2008 or any other applicable law; removal, resignation, or replacement of any designated partner whose credentials were relied upon in

the bid; or any other material change in the LLP's constitution affecting its capacity or identity. CIRP under the IBC already applies to LLPs as corporate persons and is covered by the earlier provisions of this clause;

- (iv) Trust or Registered Society: dissolution; cancellation or suspension of registration; appointment of a court-directed Receiver, Administrator, or Official Trustee; or any order of a competent court or authority materially restricting the legal existence, operational capacity, or contracting ability of the trust or society;
- (v) Any other non-corporate entity: any insolvency, bankruptcy, dissolution, winding up, or analogous event or proceeding under any applicable law that materially affects the entity's legal existence, capacity to contract, or ability to perform its obligations.

Notification and Authority's Rights: Non-Corporate Entities

(b) Upon occurrence of any event under sub-clause (a) above:

- (i) The Bidder/Agency shall immediately, and in any event within forty-eight (48) hours, notify the Authority in writing of the nature of the event, the applicable law or proceeding, and the current status, as required under Clause 53(c);
- (ii) The Authority may exercise, mutatis mutandis, all rights available under the corresponding sub-clauses of Clause 53 (Corporate Entities); and
- (iii) The Authority shall not be obliged to continue the contract with any successor, legal heir, executor, administrator, Official Assignee, Receiver, legal representative, court-appointed officer, or any person deriving title through the Bidder/Agency, unless the Authority expressly agrees in writing. Failure to notify within the stipulated period shall constitute a separate material default, independently actionable by the Authority.

Change in Composition: Non-Corporate Entities

(c) The following shall be treated as a change in control for the purposes of Clause 53(w) and shall require prior written approval of the Authority:

- (i) Partnership firm: any change in the composition of the firm including admission, retirement, expulsion, death, or insolvency of any partner; transfer of any partner's share or interest; or any change in management or operational control of the firm;
- (ii) Sole proprietorship: any transfer of the business to another person, arrangement for succession, change in trading name, or any analogous event;

- (iii) LLP: any change in designated partners whose credentials were relied upon in the bid, or transfer of majority contribution.
- (iv) Any such change without prior written approval of the Authority shall constitute a material default.

Pre-Bid Disclosure: Non-Corporate Entities

- (d) The pre-bid disclosure obligation under Clause 53(a) expressly extends to all events listed in sub-clause (a) above. The Bidder shall disclose, as part of Affidavits and Forms submitted with the bid, whether any such event has occurred, is pending, or is likely in respect of the Bidder or any entity on whose qualification or experience reliance is placed in the bid. Any suppression or misrepresentation in this regard shall constitute a non-curable defect and shall render the bid liable for immediate rejection.

53. Corporate Entities (Companies and LLPs) - Insolvency and Dissolution Events

Pre-Bid Disclosure Obligation

- (a) The Bidder shall, as a mandatory condition of bid submission and as part of Affidavits and Forms, disclose whether, as on the last date of submission of bid:
 - (i) any application for initiation of CIRP under the Insolvency and Bankruptcy Code, 2016 (IBC) has been filed by or against the Bidder or any entity on whose qualification or experience reliance is placed, whether or not such application has been admitted;
 - (ii) the Bidder or any such entity is subject to any winding up proceedings, voluntary or compulsory;
 - (iii) a Resolution Professional, Interim Resolution Professional, Liquidator, Receiver, or Administrator has been appointed; or
 - (iv) any moratorium under Section 14 or Section 33 of the IBC, or any other applicable insolvency law, is in force.
- (b) Where any application has been filed but not yet admitted, the Bidder shall disclose the filing and its current status. The Authority shall evaluate eligibility in light of such disclosure and may, at its sole discretion, require additional security, a performance undertaking, or additional information before proceeding. Any suppression, concealment, or misrepresentation shall constitute a non-curable defect, render the bid liable for immediate rejection, entitle the Authority to forfeit the bid security, and entitle the Authority to exercise Penal Actions (Clause 39).

Continuing Notification During Contract

(c) The Agency shall immediately, and in any event within forty-eight (48) hours, inform the Authority in writing upon occurrence of any of the following:

- (i) filing of any CIRP application by or against the Agency;
- (ii) admission of any CIRP application;
- (iii) appointment of an IRP or RP;
- (iv) approval or rejection of any resolution plan;
- (v) commencement of liquidation under Section 33 of the IBC;
- (vi) appointment of a Liquidator;
- (vii) any winding up order or commencement of voluntary winding up;
- (viii) appointment of any Receiver, Administrator, or analogous officer; or
- (ix) any material change in control, management, or beneficial ownership. Failure to notify within the stipulated period shall itself constitute a separate material default, independently actionable by the Authority.

Authority's Rights Upon Insolvency Events

(d) Upon occurrence of any event in sub-clause (c) above, the Authority may, at its sole and absolute discretion, exercise any one or more of the following simultaneously or in any sequence:

- (i) withhold any payment otherwise due to the Agency, to the extent the Authority has a legitimate contractual ground for withholding, pending outcome of the CIRP or insolvency proceeding;
- (ii) step in and execute the whole or any part of the work through another agency at the risk and cost of the Agency, without waiting for termination;
- (iii) require the Agency or its Resolution Professional to provide fresh performance security or bank guarantee in such form and amount as the Authority may determine, within such period as the Authority may specify;
- (iv) file a proof of claim as an operational creditor before the NCLT, Resolution Professional, or Liquidator, for all amounts due and recoverable from the Agency;
or
- (v) terminate the contract.

(e) All rights of the Authority under this clause shall be exercised subject to applicable law, including the provisions of the IBC, and any binding order of a competent court or the NCLT. Nothing in this clause shall be construed as the Authority asserting any right that is expressly prohibited by any mandatory provision of the IBC or any binding court order.

Termination Upon Insolvency Event

- (f) Admission of a CIRP application against the Agency, or commencement of liquidation proceedings, shall entitle the Authority to terminate the contract by written notice. The Agency expressly consents to such termination as a contractual right of the Authority, to the extent permitted by applicable law.
- (g) The Authority acknowledges that termination rights during moratorium under Section 14 of the IBC may be subject to NCLT orders. Where no court or NCLT order restrains termination, the Authority may proceed with termination upon written notice to the Agency and, where applicable, to the Resolution Professional. Where a court or NCLT has passed a restraining order, the Authority shall abide by such order while exercising available alternative remedies under sub-clause (d). The Authority reserves the right to apply before the NCLT for leave to terminate in the public interest.
- (h) Upon termination under this sub-clause, the Agency shall have no right to claim compensation, damages, loss of profit, or any other relief on account of such termination. All amounts already recovered from security instruments, withheld payments, or step-in action shall be retained by the Authority without prejudice to any further claim.

Bank Guarantees and Third-Party Security Instruments

- (i) All bank guarantees, insurance surety bonds, and other third-party security instruments furnished under the Tender Document shall remain unconditionally invocable by the Authority notwithstanding:
 - (i) admission of any CIRP application;
 - (ii) imposition of any moratorium under Section 14 of the IBC;
 - (iii) commencement of liquidation;
 - (iv) appointment of any RP, Liquidator, or analogous officer; or
 - (v) any other insolvency event.
- (j) The parties acknowledge that invocation of bank guarantees constitutes the obligation of the issuing bank as primary obligor and does not constitute a proceeding against the corporate debtor within the meaning of Section 14(1) of the IBC, consistent with the position affirmed by courts.
- (k) The parties further declare that invocation of any bank guarantee or security instrument under this contract does not constitute a "transfer, encumbrance, or disposition of any asset or legal right of the corporate debtor" within the meaning of

Section 14(1)(b) of the IBC, as no property of the Agency is transferred upon invocation — only the issuing bank's own primary obligation is discharged.

- (l) The Agency irrevocably undertakes that neither it nor any Resolution Professional, Liquidator, Administrator, or Receiver appointed in respect of it shall file any application, intervention, or representation before the NCLT, DRAT, or any other forum seeking to restrain, stay, or set aside the Authority's invocation of any bank guarantee, performance security, or other security instrument, and any such filing shall itself constitute a material breach independently entitling the Authority to exercise all remedies under Clause 64.
- (m) Failure of any issuing bank or insurer to honour a duly made invocation demand on account of any insolvency-related reason shall not relieve the Agency of its obligation to maintain valid security. The Authority may treat any such failure as a continuing default and may require the Agency or its Resolution Professional to provide substitute security immediately.

Resolution Professional: Obligations and Authority's Response

- (n) Where an IRP or RP has been appointed, the Authority may require the IRP/RP, within thirty (30) days of appointment, to:
 - (i) provide written confirmation of intent to continue performance as a going concern;
 - (ii) furnish fresh performance security or bank guarantee in the same form and amount as originally required; and
 - (iii) provide a written undertaking that all outstanding and future obligations under the contract will be performed.
- (o) If such confirmation, security, and undertaking are not provided within thirty (30) days, or such extended period as the Authority may allow, the Authority may treat the contract as abandoned and exercise any right including step-in and termination, subject to applicable law and any order of a competent court or NCLT.
- (p) The IRP/RP shall have no greater contractual rights against the Authority than the Agency itself had immediately before commencement of the CIRP.

Resolution Plan: Authority's Position

- (q) The Authority expressly reserves the right to object, as an operational creditor, to any resolution plan to the extent it purports to modify, reduce, extinguish, or alter any of the Authority's contractual or statutory rights without its prior written consent.

- (r) The Authority shall have the right to appear before the NCLT or any appellate forum and file an appeal against any order adversely affecting its rights, as permissible under applicable law.
- (s) Nothing in an approved resolution plan shall be construed as requiring the Authority to continue a contract that it has validly terminated prior to approval of the plan, or to accept performance from the successful resolution applicant on terms different from the original contract terms, unless the Authority has expressly agreed in writing.

Retention Money During CIRP

- (t) Retention money withheld by the Authority represents amounts not yet unconditionally due to the Agency, being contingent upon satisfactory completion of all obligations.
- (u) The Authority's right to apply retention money toward any outstanding contractual liability, or to withhold its release pending satisfactory completion, shall not be affected by CIRP admission, moratorium, or liquidation proceedings, to the extent that such withholding constitutes a pre-existing contractual right and is not a proceeding against the corporate debtor.
- (v) The Authority acknowledges that where the NCLT or a competent court rules otherwise in a specific case, it shall abide by such order.

Change in Control

- (w) For the purposes of this clause, change in control means any event, whether voluntary or by operation of law or insolvency proceeding, by which:
 - (i) any person not previously holding a controlling interest acquires control over the Agency's management, shareholding, or beneficial ownership;
 - (ii) any merger, amalgamation, demerger, or restructuring results in a change in the legal identity or effective character of the Agency; or
 - (iii) any assignment or transfer of the contract occurs without the Authority's prior written approval. Any change in control without prior written approval of the Authority shall constitute a material default.
- (x) Upon occurrence of a change in control, with or without prior approval, the Authority may require the new controlling entity to furnish fresh security, fresh undertakings, fresh eligibility declarations, and fresh compliance certificates within such time as the Authority may specify. Failure to comply shall constitute a separate material default.
- (y) Any transfer of the contract to a successful resolution applicant under an approved resolution plan shall be treated as a change in control for the purposes of this clause.

General

- (z) The rights of the Authority under this clause are cumulative with, and not in substitution of, any other right or remedy under the Tender Document, applicable law, or equity. No waiver, indulgence, or forbearance by the Authority in one instance shall constitute a waiver in any other.
- (za) This clause shall survive termination, expiry, rescission, completion, or discharge of the contract for all purposes of claim, recovery, and proceedings.

54. Novation and Succession of Authority

- (a) If the Authority is reorganised, merged, divided, reconstituted, or its functions are transferred to a successor body by law, executive order, or government notification, all contracts executed under this Tender Document shall automatically vest in and be binding upon such successor body without further act, consent, or novation agreement being required from the Agency.
- (b) The Agency shall have no right to treat such reorganisation, reconstitution, merger, or transfer as a ground for termination, modification, suspension, claim, or any additional demand.
- (c) The Agency shall, upon request of the Authority or its successor, promptly execute such further documents, novation agreements, or instruments as may be required to give formal legal effect to such vesting. Failure or refusal to execute such documents within the time specified shall constitute a material default.
- (d) Any change in the name, designation, composition, or constitution of the Authority, not amounting to a substantive transfer of functions to a separate legal entity, shall not affect the rights and obligations under the contract in any manner, and the contract shall continue to bind and benefit the Authority under its revised name or constitution.

Intellectual Property, Data and Confidentiality

55. Intellectual Property, Data and Confidentiality

- (a) All intellectual property, drawings, data, reports, designs, calculations, records, documents, software, specifications, templates, photographs, maps, and other material prepared or submitted for the contract shall, to the extent permitted by law and the tender conditions, be treated as property of the Authority from the moment of creation for official use in connection with the contract. The Agency shall not use such property for any commercial or non-commercial purpose outside the scope of this contract.

- (b) The Agency shall not claim any intellectual property right over material created specifically for the Authority under the contract except to the extent expressly permitted in the tender.
- (c) The Agency shall have no right to use, publish, or license any such material without the prior written consent of the Authority.
- (d) The Agency warrants that its activities do not infringe upon the rights of any third party. The Agency shall unconditionally indemnify, defend, and hold the Authority harmless against any claims, losses, or damages arising from any alleged infringement.
- (e) The Agency shall protect all confidential, commercial, technical, personal, operational, and security-related information accessed during the contract and shall not disclose the same except for lawful execution of the contract or as required by law.
- (f) All data generated, collected, or processed by the Agency in connection with this contract shall be deemed the confidential property of the Authority. Upon termination or expiry of the contract, the Agency shall immediately return or securely destroy all such data as directed by the Authority, without delay and without any right of set-off or retention.
- (g) The Agency shall, at all times during and after the contract, comply with the Digital Personal Data Protection Act, 2023 (DPDP Act), and all Rules, Regulations, Directions, and Circulars issued thereunder, in respect of all personal data processed in connection with the contract. The Agency shall:
 - (i) process personal data only on documented instructions of the Authority;
 - (ii) not transfer or store personal data, or any other operational data generated under this contract including SCADA readings, infrastructure records, billing data, audit logs, and system-generated records, on servers located outside India, without prior written approval of the Authority;
 - (iii) implement appropriate technical and organisational measures to protect personal data against unauthorised access, loss, destruction, or disclosure;
 - (iv) notify the Authority immediately upon becoming aware of any personal data breach or incident;
 - (v) upon termination or expiry, return or securely destroy all personal data as directed by the Authority without delay and without any right of set-off, retention, or bargaining; and
 - (vi) maintain records of all processing activities as required under the DPDP Act.Breach of any obligation under this sub-clause shall constitute a material default and shall entitle the Authority to terminate the contract and invoke all available remedies.

56. Automated Systems, SCADA, Software Licensing and Source Code Escrow

- (a) This clause shall apply wherever the scope of works includes the supply, installation, integration, commissioning, operation, or maintenance of automated control systems, Supervisory Control and Data Acquisition (SCADA) systems, Programmable Logic Controllers (PLCs), Remote Terminal Units (RTUs), Building Management Systems (BMS), sensor and telemetry networks, automated billing engines, or any other proprietary or customised software layer forming part of municipal infrastructure, utilities, or public service delivery. Where no such systems are included in the scope of works, this clause shall be read as inapplicable.
- (b) The Agency hereby grants to the Authority, with effect from the date of commissioning of any system described in sub-clause (a), an irrevocable, perpetual, royalty-free, non-exclusive, worldwide licence to use, access, modify, adapt, maintain, replicate, and sub-licence the software, source codes, control architecture, logic diagrams, and technical documentation of all customised, project-specific, Authority-funded, configured, modified, integrated, or adapted software layers, control logic, workflows, scripts, databases, interfaces, reports, dashboards, and technical documentation developed, configured, modified, or deployed for the purposes of this Contract, for the purpose of uninterrupted operation, maintenance, upgrade, or replacement of municipal utilities and public infrastructure. This licence shall survive expiry, termination, or rescission of the contract and shall bind the Agency's successors, assignees, liquidators, and resolution professionals.
- (c) Prior to or concurrently with the issuance of the Commissioning and Handover Certificate under Clause 58 (Segregated Operation and Maintenance Phase, Defect Liability Period and Transition of Security), the Agency shall deposit with the Authority directly, or with a neutral Escrow Agent designated exclusively by the Authority at the Agency's cost, a complete and verified Controlled Technology Package comprising:
 - (i) all administrative passwords, root-level access credentials, and super-user access details for all control systems, SCADA platforms, and associated IT infrastructure;
 - (ii) complete unencrypted source codes, scripts, logic libraries, configuration files, databases, and software artefacts relating to all customised, project-specific, Authority-funded, configured, modified, integrated, or adapted software layers, together with version control history, build records, and change logs;
 - (iii) compiled object codes, executable files, and runtime environment configurations;

- (iv) full system architecture blueprints, network schematics, integration maps, data flow diagrams, and equipment-level wiring diagrams;
 - (v) original OEM licences, vendor registration credentials, maintenance contract details, and warranty documentation for all components;
 - (vi) all API keys, integration tokens, access credentials, cloud platform configuration files, administrative accounts, authentication mechanisms, access-control settings, and all information necessary to enable uninterrupted Authority administration, operation, maintenance, migration, replacement, or integration of the system;
 - (vii) complete operator manuals, training materials, preventive maintenance schedules, troubleshooting guides, and system administration handbooks;
 - (viii) complete details of all administrator accounts, privileged accounts, remote-access mechanisms, support-access mechanisms, backdoor-access facilities (if any), cybersecurity configurations, monitoring systems, and security controls associated with the deployed systems; and
 - (ix) certification that the Authority possesses exclusive administrative control over the deployed systems and that any retained remote access, privileged access, support access, or third-party administrative control has been expressly disclosed to and approved by the Authority.
- (d) Upon occurrence of any of the following triggering events —
- (i) initiation of Corporate Insolvency Resolution Process (CIRP) or any equivalent insolvency or dissolution proceeding against the Agency;
 - (ii) liquidation or dissolution of the Agency;
 - (iii) abandonment of the works;
 - (iv) termination of the contract for any reason; or
 - (v) issuance of the Commissioning and Handover Certificate under Clause 58 (Segregated Operation and Maintenance Phase, Defect Liability Period and Transition of Security) — the Authority shall have an absolute, unconditional, immediate, and irrevocable right to access, release, deploy, and utilise the Controlled Technology Package deposited under sub-clause (c) for ensuring uninterrupted public utility services. No intellectual property claim, contractual restriction, moratorium order, escrow restriction, arbitration notice, or pending dispute shall operate as a bar to the Authority's exercise of this right, save only a specific final injunction of a court of competent jurisdiction expressly directed at the Authority in relation to this specific right.

- (e) The Agency shall ensure that all third-party software components incorporated into the systems deployed under this contract are properly licensed for transfer, sub-licensing, or assignment to the Authority upon a triggering event. Where any third-party licence cannot be so transferred, the Agency shall:
 - (i) disclose such restriction in writing to the Authority before deployment; and
 - (ii) procure, maintain, and keep effective all permissions, consents, licences, assignments, sub-licences, transition arrangements, support arrangements, or alternative legal mechanisms necessary to ensure uninterrupted Authority ownership, operation, administration, maintenance, modification, replacement, and continued use of the relevant systems without additional cost to the Authority.
- (f) Failure to deposit or maintain the Controlled Technology Package as required under sub-clause (c), or failure to keep it current and complete throughout the contract term, shall constitute a Major Default and shall entitle the Authority to withhold the Handover Certificate, withhold all O&M phase payments, and exercise Penal Actions (Clause 39).

Completion, Exit and Final Settlement

57. Acceptance, Defects, Warranty, Transition, Handover, and Exit

- (a) For works, goods, supply, services, consultancy, EPC, maintenance, operation and maintenance, hybrid contracts, or any other procurement category, the Bidder/Agency shall perform all obligations strictly in accordance with the Tender Document, approved specifications, applicable standards, statutory requirements, and directions of the Authority. The Authority shall have absolute discretion to determine whether any deliverable, work, material, equipment, service, report, software, output, milestone, or obligation is acceptable, defective, incomplete, delayed, unsafe, substandard, non-compliant, or otherwise unsatisfactory.
- (b) The Authority shall have full and unrestricted right, at any stage, to inspect, test, verify, evaluate, accept, reject, seek clarification, require rectification, direct replacement, require re-performance, or withhold acceptance of any deliverable, work, material, equipment, service, report, software, output, milestone, or obligation, without being bound by any prior inspection, certification, approval, payment, partial acceptance, use, occupation, commissioning, or interim acceptance.
- (c) No inspection, testing, certification, approval, payment, partial acceptance, use, occupation, commissioning, or interim acceptance by the Authority shall:
 - (i) amount to waiver of any defect, deficiency, latent defect, non-compliance, or breach;

- (ii) relieve the Bidder/Agency from any warranty, defect liability, service-level, maintenance, confidentiality, safety, statutory, or performance obligation;
 - (iii) prejudice or limit the Authority's right to reject, recover damages, direct rectification, require replacement or re-performance, impose penalties, terminate the contract, invoke security, or take any other contractual or legal action.
- (d) The Bidder/Agency shall remain fully and continuously responsible for quality, durability, workmanship, functionality, performance, reliability, interoperability, continuity of service, and strict compliance with specifications throughout the execution period, defect liability period, warranty period, maintenance period, transition period, handover period, exit period, and such further period as the Authority may require in order to secure complete and satisfactory performance.
- (e) Upon expiry, completion, termination, rescission, cancellation, suspension, replacement, or transfer of the contract, the Bidder/Agency shall immediately and without demur cooperate in orderly transition and handover, including continuity of operations/services, transfer of records/documents/data, return of the Authority property, migration support, training, technical assistance, and any other activity required by the Authority for uninterrupted public service.
- (f) The Bidder/Agency shall, at its own cost, provide all manuals, drawings, passwords, configurations, licences, access credentials, logs, reports, as-built records, databases, software support information, maintenance records, and any other material demanded by the Authority for audit, operation, continuity, maintenance, or future execution.
- (g) No additional payment, compensation, escalation, claim, damages, loss of profit, idle charges, or extra charge shall be payable for compliance with transition, rectification, replacement, re-performance, warranty, defect liability, or exit obligations unless expressly and specifically provided in the Tender Document.
- (h) The Authority may withhold any payment, certification, closure, or release pending full compliance with this clause. Failure to comply shall constitute a material breach and shall entitle the Authority, without prejudice to any other right or remedy, to reject deliverables, withhold payments, recover losses, invoke security, execute risk-and-cost measures, terminate the contract, exercise Penal Actions (Clause 39), and exercise all remedies under Clause 64.
- (i) The Authority's right to raise claims for latent defects, concealed deficiencies, fraud, suppression, or misrepresentation shall not be limited by any certification, acceptance, closure, payment, or no-claim certificate, and shall be exercisable for such period as is permissible under applicable law from the date of discovery of such defect, deficiency, or act. No contractual limitation period shorter than that prescribed by applicable

statute shall be read into this clause or implied from any act, omission, conduct, payment, or acceptance by the Authority. The Agency expressly acknowledges that latent defects, by their nature, may not be discoverable until long after completion and waives any defence of limitation based solely on the passage of time prior to discovery.

58. Segregated Operation and Maintenance Phase, Defect Liability Period and Transition of Security

- (a) Applicability: This clause applies wherever the Tender Document prescribes a post-construction Operation and Maintenance (O&M) phase following the EPC or execution phase. Where no O&M phase is prescribed, this clause applies solely to Defect Liability Period obligations under Clause 57 and shall have no further operational effect.
- (b) Commencement of O&M Phase: The O&M phase shall not commence automatically or by lapse of time upon physical completion of construction, completion of testing, successful trial runs, provisional handover, or any other event or certification unless a formal written 'Commissioning and Handover Certificate' (hereinafter 'Handover Certificate') has been issued and signed by the Municipal Commissioner or Deputy Municipal Commissioner, or an officer expressly authorised in writing by the Municipal Commissioner for this purpose. No O&M obligation, O&M payment, O&M performance measurement, or entitlement under the O&M phase shall be triggered, computed, or enforced until the Handover Certificate is issued. The issuance of the Handover Certificate shall rest within the sole discretion of the Authority based upon its satisfaction that all contractual preconditions for handover have been fulfilled, and the Agency shall have no right to demand, compel, deem, or imply its issuance.
- (c) DLP and O&M as Independent Obligations: The Defect Liability Period (DLP) and the O&M phase shall operate as separate, independent, and concurrent obligations of the Agency. The commencement, continuance, or expiry of the O&M phase shall not in any manner diminish, dilute, defer, override, or supersede the Agency's absolute obligation to identify, report, rectify, make good, and guarantee all latent defects, patent defects, structural defects, material defects, workmanship defects, design errors, and execution deficiencies arising at any time during the DLP within such timelines and to such standards as the Authority or PMC prescribes. No O&M payment, O&M performance certificate, or O&M acceptance shall constitute waiver of any defect arising within the DLP.
- (d) Transition of Performance Security: The Performance Security or Bank Guarantee furnished for the EPC execution phase shall not be discharged, reduced, released, or substituted in any manner until:

- (i) the Handover Certificate under sub-clause (b) has been issued; and
 - (ii) a fresh, separate, valid, unconditional, and irrevocable Bank Guarantee for the O&M phase has been submitted by the Agency and accepted by the Authority in writing, in such form, amount, issuing bank, tenure, and validity as the Authority prescribes. The Authority shall be under no obligation to issue the Handover Certificate or process any O&M payment until the complete transition of securities has been effected to the Authority's absolute satisfaction.
- (e) Failure to furnish, renew, replenish, extend, or maintain the O&M Security in the form, amount, and validity required by the Authority shall constitute a Major Default and shall entitle the Authority to withhold issuance of the Handover Certificate, suspend O&M payments, invoke available securities, engage alternative arrangements at the Agency's risk and cost, exercise Penal Actions (Clause 39), and take any other action available under the Tender Document.
- (f) DLP Defect Register and Rectification: During the DLP, the Agency shall maintain a defect register in the format the Authority or PMC prescribes and shall inspect, report, and rectify all identified defects within the timelines the Authority notifies. Failure to rectify any defect within the prescribed period shall entitle the Authority to carry out rectification at the Agency's sole risk and cost and to recover all costs from amounts due, from security held, or through any other mechanism available under the Tender Document. The Authority's determination of whether a defect exists, its nature, cause, and whether it falls within DLP scope shall be final and binding for all contractual purposes.
- (g) O&M Phase Performance: During the O&M phase, the Agency shall:
 - (i) comply with all performance parameters, service levels, response times, and obligations specified in the O&M Schedule, Service Level Framework (Clause 30), and the Tender Document;
 - (ii) maintain complete operational logs, maintenance records, and asset condition records as the Authority requires;
 - (iii) facilitate the Authority's right to inspect, audit, and assess at any time without prior notice; and
 - (iv) accept deduction of performance penalties from O&M payments in the amounts and manner prescribed in the Tender Document for any shortfall in prescribed parameters.
- (h) Authority's Step-in Right During O&M: In the event of persistent non-performance, failure to maintain service levels, abandonment, insolvency event, or material breach by the Agency during the O&M phase, the Authority shall have the right to step in and

take over all O&M operations and engage any third-party agency at the defaulting Agency's risk and cost, without any prior notice or judicial intervention. The Authority shall further be entitled to exercise Penal Actions (Clause 39) and all remedies under Clause 64 (Remedies for Default, Breach and Misconduct by Agency), without prejudice to any other right or remedy.

59. Exit Management and Transition

- (a) From such date as the Authority may specify, being ordinarily not less than ninety (90) days before the anticipated expiry, termination, or replacement of the contract, the Agency shall prepare and submit to the Authority, without additional cost, a detailed exit management plan covering: all obligations and activities required for an orderly transition; knowledge transfer and training; data migration and handover; transfer of documentation, credentials, licences, and access; continuity of operations during transition; and any other activity required by the Authority for uninterrupted public service.
- (b) The Agency shall continue to perform all obligations at the existing levels of quality and service throughout the exit/transition period, without additional cost or claim. The Authority may extend the transition period as necessary for uninterrupted public service, and the Agency shall continue performance during such extension at the same rates and conditions, without any right to terminate or to claim additional compensation.
- (c) Failure to cooperate in exit management or transition, failure to transfer data, documentation, credentials, records, or assets, or failure to submit and implement an exit management plan, shall constitute a material breach entitling the Authority to withhold the final payment and performance security until handover and transition are completed to the Authority's satisfaction. The Authority may recover all additional costs incurred on account of any failure or delay in transition from any amount due to the Agency.
- (d) The obligations in this clause shall survive expiry, termination, or rescission of the contract and shall remain in full force until the Authority certifies satisfactory completion of exit management and transition.

60. Final Handover, No-Dues and Release of Security

- (a) No final payment, final certification, release of retention, release of security, or closure of the contract shall become due unless and until the Authority is fully satisfied that the Bidder/Agency has completed all contractual, statutory, financial, safety, labour,

handover, transition, and defect-related obligations to the absolute satisfaction of the Authority.

- (b) The Bidder/Agency shall, as a condition precedent to any final settlement, hand over all records, data, documents, keys, credentials, assets, materials, tools, manuals, licences, passwords, source files, software, configurations, and any other property or information belonging to or required by the Authority, in such form and manner as directed by the Authority.
- (c) The Bidder/Agency shall submit such no-dues statement, clearance certificate, reconciliation statement, final completion statement, final inventory, and any other declaration or supporting document as may be demanded by the Authority. The Authority shall be entitled to verify the same independently and may reject any claim of completion or no-dues if it is not satisfied.
- (d) The Authority shall have absolute discretion to withhold final bill, final payment, final certification, closure, release of security, or any other benefit until all defects, deficiencies, claims, recoveries, penalties, damages, liabilities, taxes, statutory dues, and outstanding obligations are fully discharged or adequately secured to the Authority's satisfaction.
- (e) Any claim for release of security, final payment, or closure shall be subject to the Authority's right to set off, adjust, recover, or retain any sum found due or likely to become due from the Bidder/Agency under this or any other contract.
- (f) If any defect, claim, loss, liability, shortfall, or non-compliance is discovered after apparent completion or closure, the Bidder/Agency shall remain liable to the Authority to the fullest extent permitted by law and the Tender Document, and such liability shall not be affected by any earlier release, certification, or acceptance.
- (g) The Bidder/Agency shall have no vested right to demand release of any amount, document, or security merely because work appears complete or a certificate has been issued. All such release shall remain entirely subject to the Authority's satisfaction and discretion under the Tender Document.

61. Retention, Performance and Substitute Security

- (a) Where retention/performance money/security is provided for under the Tender Document, the Authority may retain such amount from running bills or final bills and may release the same only after complete satisfaction of the Authority regarding performance, defect liability, statutory compliance, final handover, and all other contractual obligations.

- (b) The Authority may, at its sole discretion and where permitted by the Tender Document, accept an on-demand bank guarantee or other equivalent security in substitution of retention, in whole or in part, on such terms as the Authority may determine.

62. No Claim Certificate and Final Settlement

- (a) Submission or acceptance of any no-claim certificate, final bill, final measurement, reconciliation statement, or final settlement document shall not prejudice the Authority's right to recover any amount subsequently found due from the Bidder/Agency.
- (b) No payment, certification, reconciliation, or apparent closure shall extinguish latent defects, fraud, suppression, statutory liability, audit objection, vigilance objection, overpayment, excess payment, recoverable dues, or other liabilities subsequently discovered.
- (c) The Authority may reopen accounts, measurements, recoveries, certifications, or settlements where fraud, suppression, clerical error, excess payment, audit objection, or material irregularity is subsequently detected.

Material Breach, Remedies and Cumulative Rights

63. Material Breach of Essential Conditions

- (a) Any breach, non-compliance, delay, omission, false declaration, suppression, misrepresentation, unauthorised act, statutory violation, or failure to comply with any mandatory, essential, or materially binding clause of the Tender Document, whether or not expressly repeated elsewhere, shall constitute a material breach of contract.
- (b) Upon occurrence of such material breach, the Authority shall be entitled, without prejudice to any other contractual or legal right, to take any action deemed appropriate by it, including rejection of bid, cancellation of award, withholding or recovery of payment, forfeiture of earnest money or security, termination, risk-and-cost execution, exercise Penal Actions (Clause 39), and initiation of civil, criminal, or other proceedings, as permissible in law.
- (c) The rights of the Authority under this clause shall be cumulative and shall operate in addition to, and not in derogation of, any other remedy available under the Tender Document, applicable law, or principles of equity.
- (d) Where a default involves fraud, wilful conduct, misrepresentation, suppression of material fact, or conduct prejudicial to public interest, the Authority may independently exercise Penal Actions (Clause 39) in addition to all other remedies under this Tender Document and applicable law.

- (e) Cross-Default: A material default, abandonment, termination for cause, blacklisting, or debarment of the Agency in respect of any other contract or work order executed with the Authority, or any other Government Department, Urban Local Body, or Instrumentality of the State, shall automatically be deemed to constitute a material breach of this Contract. In such an event, the Authority shall have the absolute right to terminate this Contract, forfeit the performance security, and exercise all available remedies under Clause 39 (Debarment, Blacklisting and Penal Actions), without the requirement of any separate cure period or notice specific to this Contract.

64. Remedies for Default, Breach and Misconduct by Agency

- (a) In any case of default, breach, delay, under-performance, substandard performance, abandonment, misrepresentation, fraud, non-compliance, statutory violation, unauthorised subletting, or any other default or misconduct by the Agency, the Authority shall have full and cumulative rights to take such action as it may deem fit in law and under the contract.
- (b) Without limiting the generality of sub-clause (a), the Authority may reject the bid, withhold or cancel award, suspend work, direct rectification, levy compensation, impose liquidated damages, recover risk-and-cost expenditure, encash performance security, forfeit EMD or other deposits where permissible, terminate the contract, exercise Penal Actions (Clause 39), and/or initiate civil, criminal, fiscal, contractual, administrative, or disciplinary proceedings.
- (c) The Authority's right to act under this clause shall be independent of, and in addition to, all other rights and remedies available under the tender, contract, statute, common law, or equity.
- (d) The Authority may exercise one or more remedies simultaneously or successively, and exercise of one remedy shall not preclude exercise of any other remedy available under the Tender Document or law.
- (e) Any exercise or non-exercise of a remedy at one stage shall not amount to waiver, election of exclusive remedy, or limitation of any further action available to the Authority.
- (f) Clawback of Payments Made on Basis of Fraud or Misrepresentation : If, at any time whether during execution, after completion, or after termination, it is found or established — through audit, vigilance investigation, judicial or administrative proceedings, RTI disclosure, or any other means — that the Agency obtained the award or any payment, certification, or benefit under the contract through fraud, misrepresentation, suppression, concealment, collusion, forgery, fabrication of

documents, false declaration, corruption, or any other dishonest conduct, the Authority shall be entitled to:

- (i) recover from the Agency the full amount of all payments made under the contract from the date of the first fraudulent act, with simple interest at eighteen percent (18%) per annum from the date of each payment to the date of full recovery;
- (ii) forfeit all security instruments and retain all amounts already recovered;
- (iii) treat all certifications, approvals, and acceptances issued as null and void to the extent procured by or resulting from the fraudulent conduct;
- (iv) recover all administrative, legal, and investigation costs; and
- (v) exercise Penal Actions (Clause 39) and all other remedies without prejudice to civil and criminal proceedings. This right shall not be extinguished or limited by:
 - (A) completion, acceptance, or closure of the contract;
 - (B) submission or acceptance of any NCC, final bill, or settlement document;
 - (C) passage of time prior to discovery; or
 - (D) any prior audit that did not detect the fraud. The limitation period shall run only from the date of discovery.

General Legal Safeguards and Hierarchy

65. No Waiver / No Estoppel / No Dilution

- (a) No act of acceptance, scrutiny, clarification, or opening of financial bid shall be deemed to waive any mandatory condition, nor shall it create any estoppel against the Authority from rejecting the bid or cancelling the award on any admissible ground.
- (b) The Agency acknowledges that:
 - (i) the Authority is a statutory body discharging public functions and any interruption to its contractual rights would cause irreparable public harm;
 - (ii) the Authority's rights — including encashment of securities, imposition of liquidated damages, exercise of Penal Actions, termination, risk-and-cost execution, deductions, and set-off — are independent contractual rights exercisable without reference to any dispute; and
 - (iii) the Agency's remedy for any alleged wrongful exercise of such rights is an action for money damages after final adjudication, which constitutes an adequate remedy.
- (c) The Agency irrevocably and unconditionally undertakes that it shall not seek or obtain any injunction, stay, restraint order, interim order, or any form of interim or interlocutory relief — whether ex-parte or otherwise — from any court, tribunal, or forum that would have the effect of:

- (i) restraining the Authority from invoking, encashing, or appropriating any bank guarantee, performance security, EMD, or other security;
 - (ii) restraining the Authority from exercising Penal Actions, levying liquidated damages, making deductions, exercising set-off, or exercising any other contractual right;
 - (iii) staying the Authority's termination, risk-and-cost execution, or re-tendering; or
 - (iv) compelling the Authority to continue performance of the contract after it has exercised its termination right.
- (d) Any breach of this undertaking shall constitute a material breach independently entitling the Authority to terminate the contract, forfeit all securities, and exercise Penal Actions (Clause 39) without notice. This clause shall not limit the Agency's right to approach a competent court for final adjudication after exhaustion of the mechanism in Clause 48.

66. No Equity / Public Law Relaxation

- (a) No Bidder or Agency shall be entitled to seek equitable relaxation, discretionary indulgence, waiver, special consideration, parity-based claim, or dilution of mandatory tender conditions on the ground of hardship, inadvertence, technical difficulty, past practice, substantial compliance, or alleged public law equity unless expressly permitted by the Authority in writing and consistent with applicable procurement policy and law.
- (b) In the event of termination of the contract on the grounds of fraud, corruption, collusion, material misrepresentation, gross misconduct, or material breach of an essential condition by the Agency, the Agency hereby explicitly, unconditionally, and irrevocably waives any equitable rights, claims for restitution, or claims based on quantum meruit (payment for work executed). The Authority shall be under no obligation to compensate the Agency for any executed work, and all retained funds, pending bills, and securities shall stand entirely forfeited to the Authority.

67. No Oral Waiver / No Oral Amendment

- (a) No act of acceptance, scrutiny, clarification, discussion, meeting, correspondence, negotiation, or opening of bid shall be construed as a waiver, modification, relaxation, or abandonment of any condition, right, remedy, objection, or requirement of the Authority under this Tender Document, unless the same is expressly recorded in writing and issued by the Authority through the prescribed official mode.

- (b) No oral statement, oral assurance, informal communication, telephone call, meeting discussion, site visit remark, or representation by any officer, consultant, engineer, or representative of the Authority shall bind the Authority or be relied upon by any Bidder, unless it is expressly confirmed in writing and issued as a formal clarification, corrigendum, or direction through the e-tender portal or such other official mode as specified by the Authority.
- (c) The Bidder shall not claim estoppel, legitimate expectation, acquiescence, promissory reliance, or any similar doctrine against the Authority on the basis of any informal, oral, or unrecorded communication. The burden shall always remain on the Bidder to act only on the written tender documents and official written communications of the Authority.
- (d) Any purported waiver or relaxation, if granted, shall be strictly limited to the specific case and specific condition expressly stated in writing and shall not operate as a precedent, course of dealing, or general waiver in any other case, tender, or stage.
- (e) This Tender Document, together with the agreement, Letter of Award, corrigenda, addenda, and clarifications issued through the prescribed official mode, constitutes the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all prior and contemporaneous representations, negotiations, understandings, correspondence, communications, agreements, undertakings, and arrangements, whether oral or written, relating thereto. No party has entered into this contract in reliance upon, and no party shall have any right or remedy in respect of, any representation, warranty, or undertaking that is not expressly set out in this Tender Document. This sub-clause shall not limit or exclude liability for fraud.

68. Right to Reject, Cancel or Re-tender / Scope Control

- (a) The Authority reserves the absolute right to accept or reject any or all bids, annul the tender process, cancel the tender, abandon the requirement, split the scope, reduce the scope, modify the scope, invite fresh bids, or re-tender at any stage without being obliged to communicate detailed reasons to the Bidder and without incurring any liability to any Bidder.
- (b) No Bidder or Agency shall be entitled to claim compensation, costs, damages, loss of profit, bid preparation cost, expectation damages, or any other relief on account of such action, including cancellation, modification, splitting, re-invitation, or non-award of the tender.

- (c) Mere participation in the tender shall not confer any right to award, negotiation, or contract.
- (d) Public interest, public safety, administrative necessity, financial prudence, technical suitability, continuity of public service, and integrity of procurement shall prevail over any individual expectation or commercial interest of any Bidder.
- (e) The Authority shall not be bound to assign detailed reasons for rejection, cancellation, annulment, non-award, or re-tender.
- (f) Wherever recording of reasons is required under applicable law, Government Resolution, procurement policy, judicial direction, or statutory framework, the Authority may record such reasons in administrative file, proceedings, portal record, or such other official form as deemed appropriate, and absence of detailed communication to the Bidder shall not by itself invalidate the decision.

69. General Applicability Across Procurement Categories

- (a) These Governing Conditions of Tender are intended to operate as a master set of general conditions applicable, mutatis mutandis, to works, goods, supplies, services, consultancy, design, engineering, EPC, maintenance, operation and maintenance, annual maintenance, rate contracts, framework contracts, turnkey contracts, hybrid contracts, and other public procurement arrangements, to the extent relevant to the nature and scope of the procurement.
- (b) Expressions such as work, works, goods, supply, services, consultancy, contractor, agency, Bidder, supplier, vendor, consultant, deliverables, milestones, scope, contract, contract period, completion, defect liability, performance security, acceptance, and similar terms shall be construed in a manner consistent with the category of procurement and the particular tender schedule.
- (c) Where a clause is inapplicable to a particular category of procurement, such clause shall be read as modified to the extent necessary to give effect to the procurement, without diluting the Authority's rights, the Bidder's obligations, or the integrity of the tender process.

70. Tender-Specific Schedules and Hierarchy

- (a) Tender-specific schedules, data sheets, BOQ provisions, technical specifications, eligibility criteria, milestone schedules, commercial conditions, tender notice, NIT, schedule of quantities, scope of work, drawings, service levels, annexures, forms, addenda, corrigenda, and any special schedules issued for the particular procurement and procurement-category-specific requirements shall be read harmoniously with this

Governing Conditions of Tender, and no omission, ambiguity, or silence therein shall be construed so as to dilute the Authority's rights or the Bidder's obligations under these Governing Conditions of Tender.

- (b) In case of conflict, the tender-specific schedule, special technical conditions, and written addenda/corrigenda shall prevail over this master document only to the extent expressly stated, and otherwise the more stringent requirement shall apply.
- (c) Nothing in this clause shall be construed as permitting the Bidder to claim ambiguity merely because the procurement is not a pure works contract.

Change in Law, Force Majeure, Survival and Severability

71. Change in Law, Rule, Policy or Mandatory Requirement

- (a) If any change in law, rule, regulation, notification, circular, statutory requirement, court order, or government direction occurs after issue of tender or during the currency of the contract, the Agency shall comply with the same at its own cost unless the tender expressly provides otherwise.
- (b) No claim for additional compensation, time extension, escalation, damages, or loss of profit shall be maintainable solely on account of a change that the Agency was legally required to anticipate or comply with in the ordinary course of its obligations.

72. Force Majeure

- (a) Neither party shall be liable for failure to perform to the extent such failure is directly caused by an event of force majeure beyond reasonable control, provided that the affected party gives prompt written notice and takes all reasonable steps to mitigate the effect.
- (b) Force majeure shall not excuse the Agency from maintaining safety, securing materials, protecting work already executed, or complying with statutory obligations unless physically impossible.
- (c) The Authority may suspend, vary, or terminate the contract if force majeure continues for such period as makes continuation impracticable in public interest.
- (d) The Agency shall have no unilateral right to terminate the contract or abandon the work on the grounds of prolonged force majeure, unless expressly agreed to in writing by the Authority.
- (e) The Agency may, upon written notice to the Authority, apply for release from its obligations if force majeure has continued for more than one hundred and eighty (180) consecutive days and has rendered the Agency's performance permanently and

objectively impossible. Such release shall be subject to the Authority's satisfaction, after independent verification, that performance is indeed permanently impossible and not merely commercially impracticable. Such release shall not entitle the Agency to any compensation, damages, escalation, or additional claim, and shall be limited to payment for work actually executed, verified, and accepted up to the date of the force majeure event, subject to full audit and all applicable deductions. The Agency shall have no right to invoke this sub-clause where the force majeure event was caused or contributed to by the Agency's own default, non-compliance, or breach.

73. Survival of Obligations and Accrued Rights

- (a) The provisions relating to indemnity, confidentiality, anti-fraud, record retention, audit, recovery, Penal Actions (Clause 39), penalties, warranties, defect liability, conflict of interest, dispute resolution, and any other clause which by its nature is intended to survive shall continue to remain enforceable notwithstanding expiry, completion, termination, rescission, cancellation, closure, or discharge of the contract.
- (b) Any liability already accrued or any cause of action arising during the currency of the contract shall remain enforceable notwithstanding completion, expiry, termination, rescission, cancellation, closure, or discharge of the contract.

74. Severability

- (a) If any provision of this Tender Document, or any part thereof, is held by any competent court, tribunal, or authority to be invalid, illegal, void, unenforceable, or contrary to law, then such provision shall, to the maximum extent permissible in law, be deemed to be severed or read down only to the extent necessary to give it lawful effect, without affecting the validity, legality, enforceability, or operation of the remaining provisions.
- (b) The remaining provisions shall continue to be in full force and effect and shall be enforced to the fullest extent available in law. The Authority shall be entitled to substitute such invalid, illegal, void, or unenforceable part with a lawful provision that most nearly reflects the original intent of the Authority and preserves, to the maximum extent possible, the commercial, administrative, and legal protection intended under this Tender Document.
- (c) No Bidder shall be entitled to claim any relaxation, waiver, compensation, adjustment, or other relief merely because any part of this Tender Document is held invalid or unenforceable.
- (d) This Tender Document, all contracts, agreements, and instruments executed pursuant hereto, and all disputes, claims, or proceedings arising out of or in connection

therewith, shall be governed by and construed in accordance with the laws of India, without reference to any conflict of law principles. The exclusive jurisdiction of competent courts at Porbandar, Gujarat, shall apply to all matters arising out of or in connection with this Tender Document and any contract executed pursuant hereto. No Bidder or Agency shall invoke the jurisdiction of any other court, forum, or tribunal on the grounds of convenience, necessity, or any other reason, except where a competent court otherwise directs by express order.

AFFIDAVITS AND INFORMATION FORMS

1. All affidavits and forms are compulsory and the Bidder shall be liable to be disqualified in case of non-compliance.
2. Write NA where information/question is not applicable in forms.
3. In case of any inconsistency, the Governing Conditions of Tender shall prevail to the extent of such inconsistency.

AFFIDAVIT A : GENERAL AFFIDAVIT-CUM-UNDERTAKING

To be executed on appropriate non-judicial stamp paper and duly notarised. Clause references are to the Governing Conditions of Tender forming part of this Tender Document. In the event of renumbering, references shall be read as pointing to the substantively equivalent provision.

I/We, _____, being the Authorised Signatory of _____ (Bidder / Firm / Company / LLP / JV), duly authorised vide [Board Resolution No. ___ dated ___ / Partners' Authorisation dated ___ / Proprietor acting in own right], a copy of which is enclosed, do hereby solemnly affirm and state as under:

1. I/We have read, understood, and examined the entire Tender Document including the Governing Conditions of Tender, Technical Specifications, and all addenda, corrigenda, and communications issued by the Authority. All corrigenda and addenda issued by the Authority are deemed incorporated in my/our bid; no plea of ignorance of any such communication shall be maintainable.
2. Under Clause 1 (Interpretation and Applicable Guidelines), the Governing Conditions of Tender prevails over all other tender conditions to the extent of any inconsistency, and the Authority's interpretation of any provision is final and binding.
3. Under Clause 4 (Bid Submission), I/We acknowledge that the bid must be submitted exclusively through the e-tender portal. Any failure, non-uploading, defect, or inaccessibility in online submission is entirely at my/our risk, and I/We waive all rights to seek extension, re-opening, or physical acceptance on such ground.
4. Under Clause 3 (Site Visit and Deemed Knowledge), I/We have independently examined the site, specifications, laws, risks, and all relevant factors before submitting the bid, without reliance on any oral assurance or informal representation from the Authority.
5. Under Clause 26 (Time Schedule / Progress of Work / Extension of Time), I/We irrevocably waive any right to claim financial compensation, idle charges, or any other monetary relief for any delay in Right-of-Way delivery, land possession, utility shifting, or site access, howsoever caused. My/Our sole remedy for such delay directly attributable to the Authority is a non-financial Extension of Time under Clause 26, conditional on demonstrating direct critical-path impact.
6. Under Clause 29 of the Governing Conditions of Tender, I/We irrevocably undertake and swear that: (a) as a strict condition precedent to release of the final bill, retention money, and performance security, I/We shall execute an unconditional No-Claim Certificate, confirming no subsisting claim of any kind against the Authority; (b) I/We irrevocably waive any right to refuse, qualify, or attach any reservation to the NCC on any ground, except for claims

previously registered in writing and expressly accepted by the Authority in writing as reserved claims; and (c) refusal or failure to submit the NCC within the period specified shall entitle the Authority to withhold final payment and all securities indefinitely without liability for interest or compensation.

7. Under Clause 41 (Liquidated Damages for Delay), I/We acknowledge that the rate of liquidated damages specified is a genuine pre-estimate of loss and is not a penalty. I/We irrevocably waive any right to dispute or seek judicial reduction of that rate on any ground.
8. Under Clause 48 (Dispute Resolution During Post Award/Execution of Contract), I/We acknowledge that any claim arising during execution must be raised in writing within thirty (30) days of the relevant event, and that failure to do so is an absolute and irrevocable bar to such claim.
9. Under Clause 48 (Dispute Resolution During Post Award/Execution of Contract), I/We expressly, irrevocably, and unconditionally waive all rights to invoke, demand, or participate in any arbitration in respect of any dispute or claim arising from the Tender Document or any contract executed pursuant thereto. Any demand for arbitration shall be void and of no legal effect. This waiver survives completion, termination, or expiry of the contract.
10. I/We confirm that the Bidder is not and has not been associated with any consultant or entity that prepared the design, specifications, or Tender Documents for this work, as required under Clause 51 (Conflict of Interest / Collusion / Bribery / Integrity and Disclosure). All information, documents, certificates, and credentials submitted are true, correct, complete, and not misleading. I/We acknowledge that any misrepresentation attracts the consequences under Clause 13 (Disqualification for Non-Disclosure, Withholding or Misrepresentation of Information).
11. Under Clause 65 (No Waiver / No Estoppel / No Dilution), I/We irrevocably acknowledge that:
(a) the Authority is a statutory body discharging public functions and any interruption to its contractual rights causes irreparable public harm; and (b) its rights — including invocation, encashment and appropriation of all securities, levy of liquidated damages, exercise of Penal Actions (Clause 39), termination, risk-and-cost execution, re-tendering, deductions, and set-off — are independent contractual rights exercisable without reference to any dispute, and money damages after final adjudication constitute an adequate remedy for any alleged wrongful exercise thereof. I/We unconditionally undertake not to seek or obtain any injunction, stay, or interim or interlocutory relief — whether ex-parte or otherwise — from any court, tribunal, or forum, that would restrain the Authority from: (i) invoking, encashing, or appropriating any security; (ii) exercising Penal Actions (Clause 39), levying liquidated damages, making deductions, exercising set-off, or exercising any other contractual right; (iii) terminating, executing at risk-and-cost, or re-tendering; or (iv) ceasing performance after

exercising its termination right. Any breach of this undertaking shall independently constitute a material breach entitling the Authority to terminate and forfeit all securities without notice. I/We authorise the Authority to place this affidavit before any court, tribunal, or forum hearing any such application.

12. Under Clause 66 of the Governing Conditions of Tender, I/We irrevocably acknowledge and swear that: (a) in the event of termination of the contract for my/our fraud, corruption, collusion, material misrepresentation, gross misconduct, or material breach of an essential condition, I/We have no right to claim quantum meruit, restitution, unjust enrichment, or any equitable remedy for work executed — the contractual waiver under Clause 66 is binding and I/We confirm it in this sworn declaration; (b) in such circumstances the Authority is under no obligation to pay for any work executed, all pending bills and retained amounts stand entirely forfeited, and all amounts paid are subject to recovery with interest at the penal rate; and (c) I/We shall not raise any plea of quantum meruit or part performance before any court or authority in contravention of this sworn acknowledgement.
13. (Applicable only where the bid is submitted by a Joint Venture) Under Clause 8 (Joint Venture — Eligibility, Constitution and Governance), I/We confirm that: (a) the JV Agreement has been duly executed, notarised, and signed in accordance with the Tender Document; (b) the Lead Member is duly authorised by irrevocable power of attorney from each other JV member; (c) all JV members are jointly and severally liable, absolutely and without limit, for the entire performance of all obligations under the Tender Document; and (d) no restructuring, exit, or change in JV composition shall be made without the prior written approval of the Authority. I/We acknowledge that any change in JV composition without such approval constitutes a material breach entitling the Authority to forfeit all securities and exercise Penal Actions under Clause 39 (Debarment, Blacklisting and Penal Actions). Each JV member separately confirms these undertakings in the affidavit executed by it individually.
14. (Applicable only where the tender is designated as an Annual Rate Contract) Under Clause 21 (Empanelment of Bidders and ARC), I/We acknowledge that the ARC carries no guaranteed off-take; that I/We shall maintain full standing readiness; that failure to acknowledge a call-off, mobilise, or complete within prescribed timelines constitutes a Major Default; and that ARC rates are firm and fixed with no escalation or additional payment of any nature.
15. (Applicable only where an O&M phase is prescribed) Under Clause 58 (Segregated Operation and Maintenance Phase, Defect Liability Period and Transition of Security), I/We acknowledge that the O&M phase shall not commence until a formal Commissioning and Handover Certificate is issued by the Municipal Commissioner or Deputy Municipal Commissioner; that the DLP and O&M phase are independent concurrent obligations; and that the EPC

Performance Security shall not be released until a fresh O&M Bank Guarantee is furnished and accepted by the Authority in writing.

16. I/We acknowledge and agree that all declarations, acknowledgements, representations, disclosures, forms, and undertakings contained in all Affidavits and bid documents shall be relied upon by the Authority conclusively, with or without independent verification, for all bid and contractual purposes, and shall remain true, correct, and operative throughout the tender process and contract period unless expressly updated by prior written disclosure to the Authority. I/We further agree that no such update shall retrospectively cure any prior breach, non-disclosure, or misrepresentation, and the Authority's right to act upon any original false, incomplete, misleading, or inaccurate statement shall remain fully preserved.
17. I/We understand that any false statement, suppression, or misrepresentation may result in rejection of bid, forfeiture of EMD and security, termination of contract, and exercise of Penal Actions under Clause 39 (Debarment, Blacklisting and Penal Actions) and remedies under Clause 64 (Remedies for Default, Breach and Misconduct by Agency).
18. This affidavit is executed voluntarily and with full knowledge of its legal consequences.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____ Designation: _____

Name of Bidder/Firm: _____ Seal: _____

AFFIDAVIT B : NON-BLACKLISTING / DEBARMENT AFFIDAVIT

To be executed on appropriate non-judicial stamp paper and duly notarised. Clause references are to the Governing Conditions of Tender forming part of this Tender Document. In the event of renumbering, references shall be read as pointing to the substantively equivalent provision.

I/We, _____, being the Authorised Signatory of _____ (Bidder / Firm / Company / LLP / JV), duly authorised vide [Board Resolution No. ___ dated ___ / Partners' Authorisation dated ___ / Proprietor acting in own right], a copy of which is enclosed, do hereby solemnly affirm and state as under:

1. Under Clause 11 (Non-Blacklisting/Debarment Eligibility), our firm has not been blacklisted, debarred, suspended, terminated for default, or declared non-performing by any Government Department, Undertaking, Statutory Authority, Urban Local Body, Board, or PSU in the preceding five (05) years. We have not abandoned any Government work nor had any contract rescinded during this period. All proceedings, orders, and actions in this regard have been fully disclosed in the bid.
2. I/We confirm that the above declaration extends to the Bidder and all associated persons and entities, including directors, partners, proprietors, JV or consortium members, entities upon whose credentials the Bidder relies, beneficial owners, and Key Managerial Personnel as defined under the Companies Act, 2013, and their equivalents in non-corporate entities to the extent that their status has a bearing on the Bidder's eligibility or integrity.
3. Under Clauses 52 and 53 (Insolvency Provisions) of the Governing Conditions of Tender, as on the last date of bid submission — (a) Non-corporate entities: no insolvency, bankruptcy, or dissolution has occurred and no Receiver, Official Assignee, or Trustee has been appointed. (b) Corporate entities: no CIRP application has been filed or admitted; no winding up has commenced; no Resolution Professional, Liquidator, or Administrator has been appointed; and no moratorium is in force. I/We undertake to notify the Authority in writing within forty-eight (48) hours if any such event occurs before issuance of the work order.
4. I/We understand that any suppression or false declaration regarding the above may result in bid rejection, forfeiture of EMD, termination of contract, and exercise of Penal Actions under Clause 39 (Debarment, Blacklisting and Penal Actions).
5. This affidavit is executed voluntarily and with full knowledge of its legal consequences.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____ Designation: _____

Name of Bidder/Firm: _____ Seal: _____

AFFIDAVIT C : MATERIAL INFORMATION DISCLOSURE AFFIDAVIT

To be executed on appropriate non-judicial stamp paper and duly notarised. Clause references are to the Governing Conditions of Tender forming part of this Tender Document. In the event of renumbering, references shall be read as pointing to the substantively equivalent provision.

I/We, _____, being the Authorised Signatory of _____ (Bidder / Firm / Company / LLP / JV), duly authorised vide [Board Resolution No. ___ dated ___ / Partners' Authorisation dated ___ / Proprietor acting in own right], a copy of which is enclosed, do hereby solemnly affirm and state as under:

1. Under Clause 12 (Material Disclosure / Debarment / Litigation), I/We confirm that all material information having a bearing on eligibility, qualification, integrity, or financial capacity has been fully disclosed. Material information includes, without limitation: blacklisting, debarment, suspension, or adverse order; insolvency, CIRP, winding up, dissolution, or appointment of an insolvency professional under Clauses 52 and 53; criminal proceedings against the entity or its key personnel; adverse litigation or court orders; and any other fact required by the Tender Document. This obligation extends to the Bidder and all entities whose credentials are relied upon in the bid, for events in the preceding five (05) years. I/We further confirm that disclosure includes all orders even if subsequently stayed, set aside, or revoked, along with the current status of any such stay or revocation.
2. I/We acknowledge that under Clause 12 (Material Disclosure / Debarment / Litigation), the disclosure obligation is continuing in nature. I/We shall notify the Authority immediately in writing of any material change occurring after bid submission and before issuance of the work order. I/We further acknowledge that, pursuant to Clause 24 (Post-Award Continuing Disclosure Obligation), this disclosure obligation shall continue throughout the execution, defect liability, warranty, operation and maintenance, transition, and handover phases of the Contract, and shall remain in force until issuance of the final no-dues certificate or closure certificate and shall, in any event, survive for a minimum period of seven (07) years from the date of final closure of the Contract.
3. I/We understand and acknowledge that any non-disclosure, withholding, suppression, concealment, false declaration, inaccurate disclosure, misleading statement, misrepresentation, or submission of any forged, fabricated, manipulated, altered, or false document shall constitute a material breach under Clauses 13 (Disqualification for Non-Disclosure, Withholding or Misrepresentation of Information) and 14 (False Declarations and Suppression) of the Governing Conditions of Tender. I/We further acknowledge that any

failure, delay, or omission in updating material information required to be disclosed under Clauses 12 (Material Disclosure / Debarment / Litigation) and 24 (Post-Award Continuing Disclosure Obligation) shall also constitute a material breach. I/We understand that any such breach may result in rejection of the bid, disqualification, forfeiture of EMD, forfeiture of Performance Security and other securities, cancellation of award, termination of the Contract, exercise of Penal Actions under Clause 39 (Debarment, Blacklisting and Penal Actions), and invocation of all remedies available under Clause 64 (Remedies for Default, Breach and Misconduct by Agency) and applicable law.

4. This affidavit is executed voluntarily and with full knowledge of its legal consequences.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____ Designation: _____

Name of Bidder/Firm: _____ Seal: _____

FORM 1**TENDER FEE AND EMD DETAILS**

(To be submitted on the Bidder's Letterhead)

Please furnish details of the Tender Fee and Earnest Money Deposit (EMD) submitted with the bid.

Particulars	Details
Tender Fee Amount	_____
Tender Fee Payment Mode	_____
Tender Fee Instrument / Receipt No.	_____
Tender Fee Date	_____
Tender Fee Issuing Bank & Branch / UTR No.	_____
EMD Amount	_____
EMD Payment Mode	_____
EMD Instrument / Receipt No.	_____
EMD Date	_____
EMD Issuing Bank & Branch / UTR No.	_____
Supporting documents enclosed	Yes / No
Remarks	_____
SOLVENCY CERTIFICATE (fill only if applicable)	
Solvency Certificate Required	Yes / No / Not Applicable
Name and Branch of Issuing Bank	_____
Solvency Certificate Reference No.	_____
Date of Issue of Certificate	_____
Amount for which Solvency Certified (Rs.)	_____
Validity of Certificate	_____
Copy of Solvency Certificate enclosed	Yes / No

Declaration: I/We confirm that the above particulars are true, correct and complete, and that the Original Tender Fee and EMD instruments and supporting proof have been submitted in accordance with Clauses 4 and 5 of the Governing Conditions of Tender.

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____

Note: Mere submission of this Form shall not be treated as compliance with the Tender requirements. If the Bidder fails to upload the requisite Tender Fee and/or EMD or other instruments along with the online bid and/or fails to submit the original Tender Fee and/or EMD instrument in physical form within the time and manner prescribed under the Tender Document, the bid shall be treated as non-responsive and shall be liable for rejection without further notice.

FORM 2***BIDDER PARTICULARS / CONSTITUTION / AUTHORISATION / CATEGORY***

Please fill only the information required for tender evaluation.

Particulars	Details
Name of Bidder	
Constitution / Legal Status	
Whether Proprietorship / Partnership / LLP / Company / JV / Other	
Place of Registration	
Registration Number	
Principal Place of Business	
PAN	
GSTIN	
Professional Tax (PT) Registration No.	
Name and address of Authorised Signatory	
Copy of Power of Attorney / Authorisation enclosed	Yes / No

FORM 3**MATERIAL INFORMATION DISCLOSURE SCHEDULE (AS APPLICABLE)**

The following disclosure is to be furnished for the preceding five (05) years from the last date of submission of bid, in respect of the Bidder and any person/entity whose credentials are relied upon in the bid.

Sr. No.	Category of Information	Details	Applicable (Yes/No)	Supporting Document
1	Blacklisting / Debarment / Suspension			
2	Termination / Rescission of Contract			
3	Pending Litigation / Arbitration / Court Proceedings			
4	Adverse Court Orders			
5	Insolvency / Bankruptcy / Winding Up / Corporate Insolvency Resolution Process under IBC (include: application filed but not yet admitted; application admitted; moratorium in force; liquidation commenced)			
6	Criminal Proceedings / Fraud / Corruption			
7	Any Other Material Adverse Fact			
8	Appointment of Insolvency Professional — IRP / RP / Liquidator / Receiver / Administrator under IBC or any other applicable law (whether in force or concluded during preceding 5 years)			
9	Moratorium under the Insolvency and			

	Bankruptcy Code, 2016 (Section 14 or Section 33) — whether currently in force, recently lifted, or expired during the preceding 5 years			
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Declaration: I/We certify that the above disclosures are true and complete, and expressly agree to inform the authorities in case of any change in them. The obligation for such disclosure is continuing in nature up to the issuance of the work order and, thereafter, throughout the contract period as required under the Post-Award Continuing Disclosure Obligation (Clause 24 of the Governing Conditions of Tender).

FORM 4***LITIGATION HISTORY***

Please furnish details of all legal proceedings before any court, tribunal, authority, or adjudicating authority for the preceding five (05) years from the last date of submission of bid. This form includes insolvency and corporate insolvency resolution proceedings under the Insolvency and Bankruptcy Code, 2016, and all other proceedings, whether or not any monetary claim is involved.

Sr. No.	Other Party	Employer	Forum / Court / Tribunal	Cause of Dispute	Amount Involved	Present Status	Remarks

Declaration: I/We confirm that no material litigation, legal proceeding, insolvency proceeding, Corporate Insolvency Resolution Process (CIRP), bankruptcy, winding-up proceeding, arbitration, or other material dispute before any court, tribunal, regulatory authority, statutory authority, or governmental authority, whether pending, ongoing, or concluded, has been withheld, concealed, or misrepresented in the Bid.

FORM 5***DEBARMENT / BLACKLISTING / NON-PERFORMANCE DISCLOSURE***

Provide particulars of any order/action during the preceding five (05) years from the last date of submission of bid, whether against the Bidder or any relied-upon entity.

Sr. No.	Entity Name	Authority / Body	Nature of Action	Date / Period	Current Status

Declaration: I/We hereby declare that the above information is true, complete, and accurate. I/We confirm that all ongoing as well as concluded debarment, blacklisting, suspension, holiday listing, banning of business dealings, termination for default, adverse performance actions, and similar matters required to be disclosed under the Tender Document have been fully disclosed, together with relevant supporting documents, wherever applicable.

FORM 6***THIRD PARTY / SEPARATE LEGAL ENTITY RELIANCE FORM***

This form is to be used only where the applicable Government Rule / Resolution / Circular / Manual / tender condition expressly permits reliance on another legal entity.

1. Name of separate legal entity: _____
2. Nature of entity (Company/Firm/LLP/JV/OEM/Supplier/Other): _____
3. Rule / Resolution / Circular / Manual / Tender condition permitting reliance:

4. Exact clause / reference number: _____
5. Qualification / experience / credentials relied upon: _____
6. Whether NOC enclosed: Yes / No
7. Whether non-blacklisting affidavit enclosed: Yes / No
8. Whether material information affidavit enclosed: Yes / No
9. Whether entity independently satisfies tender eligibility / disqualification criteria: Yes / No
10. Supporting documents enclosed: _____

11. Whether the above separate legal entity is, as on the date of bid submission, subject to any Corporate Insolvency Resolution Process application (whether filed or admitted), winding up proceeding, moratorium under the Insolvency and Bankruptcy Code, or appointment of any insolvency professional, liquidator, or receiver: Yes / No If Yes, provide full details:

_____ Declaration by Bidder: I/We confirm that reliance on the above entity is strictly in accordance with the applicable Government Rule / Resolution / Circular / Manual / tender condition.

Declaration by Separate Legal Entity: I/We confirm that the details furnished are true and that we consent to such reliance for this bid, subject to the tender documents.

Signature of Bidder: _____ Signature of Separate Entity: _____

FORM 7***CONTRACT / EXPERIENCE / COMPLETION CERTIFICATE DETAILS***

Please furnish details of contract / work / supply / service / consultancy / EPC / maintenance experience, as required under the Tender.

Sr. No.	Project Name	Name of Employer	Description of Work	Contract No.	Value of Contract (Rs. Cr)	Date of Work Order	Stipulated period of completion	Date of Completion / Status	Date of 3A Certificate	Remarks

Completion / 3A Certificate(s) from the employer / engineer-in-charge / client / authority, as applicable, enclosed: Yes / No

FORM 8**BID CAPACITY / EXISTING COMMITMENTS**

Please furnish existing commitments and ongoing works as on the date of this bid.

Sr. No .	Description of Works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Cr.)	Stipulated Period of Completion	Value of Works remaining to be completed (Rs. Cr)	Anticipated Completion

Bid capacity computation / supporting calculation attached: Yes / No

Bank / credit support considered in bid capacity: Yes / No

FORM 9***KEY PLANT / MACHINERY AVAILABILITY***

List of key plant and machinery proposed for the contract.

Sr. No.	Item of Equipment	Requirement No.	Requirement Capacity	Location	Age / Condition	Nos, Make & Capacity	Owned / Leased / To be Procured	Remarks

FORM 10***KEY PERSONNEL AVAILABILITY***

Please furnish qualifications and experience of key personnel proposed for the contract.

Sr. No.	Position	Name	Qualification	Years of Experience (General)	Years of Experience in the proposed position	Proposed Date of Deployment

FORM 11***FINANCIAL REPORTS AND CREDIT FACILITY*****A. Details of Financial Reports as required under Tender**

Sr. No.	Financial Year	Document Enclosed	Remarks

B. Evidence of access to financial resources / credit facilities

Sr. No.	Type of Resource	Amount / Limit	Supporting Document Enclosed

Banker details for reference: Name of Bank _____ Branch _____

Contact No. _____ Email _____

Minimum working capital / liquid assets available for the work: _____

FORM 12*JOINT VENTURE PARTICULARS / JOINT & SEVERAL LIABILITY*

To be used where the Bidder is a joint venture / consortium / partnership arrangement permitted under the tender.

Where JV bidding is not permitted, this form shall be treated as Not Applicable.

1. Name of JV / Consortium: _____
2. Lead member: _____
3. Member 2: _____
4. Member 3: _____
5. Percentage participation of each member: _____
6. Joint venture agreement enclosed: Yes / No
7. Confirmation of joint and several liability for execution of the contract: Yes / No
8. Confirmation that each member separately satisfies the tender conditions applicable to it:
Yes / No
9. Details of blacklisting, debarment, and other material information for each member (refer Material Information and Debarment Disclosure forms): Yes / No
10. Insolvency / CIRP status of each JV/Consortium member as on the date of bid submission — confirm for each member whether any Corporate Insolvency Resolution Process application has been filed or admitted, any winding up has commenced, any insolvency professional has been appointed, or any moratorium is in force: Lead Member: _____
Member 2: _____ Member 3: _____
11. Confirmation that the JV Agreement has been duly executed, notarised, and signed in accordance with the Tender Document, and is accompanied by irrevocable powers of attorney from all JV members in favour of the Lead Member, as required under Clause 8(b) of the Governing Conditions of Tender: Yes / No
12. Confirmation that each JV member separately acknowledges joint and several liability without limit under Clause 8(c): Yes / No
13. Confirmation that no JV member is disqualified, debarred, blacklisted, or subject to CIRP / insolvency proceedings (individually confirmed per member): Yes / No
14. Additional remarks: _____

Note : This form is applicable only if Joint Ventures are expressly permitted in the Tender Notice/Data Sheet. Where JV bidding is permitted, Clause 8 (Joint Venture — Eligibility, Constitution and Governance) of the Governing Conditions of Tender shall apply in its entirety and every JV member shall comply with all obligations thereunder. Each JV member

acknowledges compliance with Clauses 11, 12, 13, 14, 24, 52 and 53. Each JV member shall separately submit Affidavits A, B, and C and all applicable Forms.

FORM 13

CONFLICT OF INTEREST / COLLUSION / RELATED PARTY DISCLOSURE

(To be submitted on the Bidder's Letterhead)

Tender Name: _____

Tender No.: _____

Name of Bidder: _____

I/We, the undersigned, being the Authorised Signatory of

(Bidder / Firm / Company / LLP / JV / Consortium),

do hereby declare and state as under:

1. I/We declare that neither the Bidder nor any person/entity whose qualification, experience, credentials, or eligibility are relied upon in the bid has any actual, potential, perceived, direct, indirect, financial, managerial, beneficial, contractual, or controlling conflict of interest that may affect fair competition, impartial evaluation, or execution of the contract.

2. I/We further declare that neither the Bidder nor any of its directors, partners, proprietors, shareholders, key managerial personnel, employees, consultants, associates, agents, OEMs, support entities, subcontractors, or persons acting on its behalf has:

(a) entered into any collusive arrangement, cartel arrangement, bid-rigging arrangement, anti-competitive understanding, price-fixing arrangement, market allocation arrangement, or any prohibited coordination with any other Bidder;

(b) directly or indirectly attempted to influence the tender process through unauthorised communication, inducement, pressure, lobbying, recommendation, gratification, gift, hospitality, commission, brokerage, favour, or other improper means;

(c) any undisclosed relationship, financial interest, partnership, employment, consultancy, beneficial ownership, agency arrangement, commission arrangement, or similar connection with:

(i) any other Bidder;

(ii) any consultant associated with the tender;

(iii) any officer, employee, representative, or advisor connected with the tender process;

(iv) any person/entity involved in preparation of the tender, design, specifications, estimate, DPR, evaluation, supervision, or project management.

3. I/We declare that no relative, related party, associate concern, sister concern, parent entity, subsidiary entity, common management entity, beneficial owner, common shareholder, or connected entity has participated in the tender in a manner prohibited under the Tender Document or applicable law.

4. I/We undertake that if any actual, potential, perceived, direct, indirect, or subsequent conflict of interest, collusive conduct, prohibited arrangement, or related-party relationship comes into existence or comes to our knowledge at any stage of the tender or contract, the same shall be immediately disclosed in writing to the Authority.

5. I/We understand and agree that any suppression, concealment, partial disclosure, misleading disclosure, false declaration, non-disclosure, collusive conduct, cartel conduct, conflict of interest, or integrity-related violation may result in rejection of bid, cancellation of award, forfeiture of EMD/security, termination of contract, debarment/blacklisting, recovery proceedings, and such other action as deemed appropriate by the Authority under the Tender Document and applicable law.

6. I/We further declare that this disclosure is true, complete, and continuing in nature.

Date: _____

Place: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of Bidder/Firm/Company: _____

FORM 14**CORPORATE INSOLVENCY RESOLUTION PROCESS (CIRP) AND INSOLVENCY STATUS
DECLARATION**

(Mandatory. Submit on Bidder's Letterhead. Write NA only where genuinely not applicable.)

Tender Name / No.: _____ Name of Bidder: _____

Sr.	Particulars	Status	If Yes — Details
SECTION A — NON-CORPORATE ENTITIES (Sole Proprietorships, Partnership Firms, Trusts and Societies) — complete if applicable; write NA if not a non-corporate entity			
1	Sole Proprietorship: Is the proprietor currently adjudicated insolvent or bankrupt, or is any insolvency/bankruptcy application pending?	Yes / No / NA	
2	Sole Proprietorship: Has the proprietorship business been dissolved or is dissolution pending?	Yes / No / NA	
3	Partnership Firm: Has any partner been adjudicated insolvent/bankrupt? Has any partner whose credentials are relied upon retired, died, or been expelled?	Yes / No / NA	
4	Partnership Firm: Is any dissolution of the firm pending or has it occurred? Has a Receiver been appointed for the firm or any partner?	Yes / No / NA	
5	Trust / Society: Is any cancellation of registration pending or has it occurred? Has a court-appointed Receiver or Administrator been appointed?	Yes / No / NA	
6	LLP: Has any designated partner whose credentials are relied upon been removed, resigned, or replaced?	Yes / No / NA	

SECTION B — CORPORATE ENTITIES (Companies and LLPs) — STATUS AS ON DATE OF BID SUBMISSION			
7	Has any CIRP application been filed against the Bidder under the Insolvency and Bankruptcy Code, 2016, whether admitted or not?	Yes / No / NA	
8	Has the Bidder filed any application for initiation of CIRP?	Yes / No / NA	
9	Is any moratorium under Section 14 or Section 33 of the IBC currently in force?	Yes / No / NA	
10	Has any IRP, RP, Liquidator, Official Liquidator, Receiver, or Administrator been appointed?	Yes / No / NA	
11	Are any winding up proceedings (voluntary or compulsory) pending against the Bidder?	Yes / No / NA	
SECTION C — STATUS OF ENTITIES WHOSE CREDENTIALS ARE RELIED UPON IN THIS BID			
12	Name of Entity 1: _____ Has any event in Section A or B occurred in respect of this entity?	Yes / No / NA	
SECTION D — DECLARATION			
13	I/We declare that all information above is true and complete as on the date of bid submission. I/We undertake to notify the Authority in writing within 48 hours if any answer changes before issuance of the work order. I/We acknowledge that suppression or misrepresentation may result in rejection of bid, forfeiture of bid security, and debarment.		

Date: _____ Place: _____

Signature of Authorised Signatory: _____

Name: _____ Designation: _____