

**GOVERNMENT OF KERALA****Abstract**

Disaster Management Department- "**Conditions of Contract and Contract Forms**" for the implementation of Wayanad Township project - Approved-Orders Issued.

DISASTER MANAGAMENT (A) DEPARTMENT

G.O.(Ms)No.13/2025/DMD Dated 14-07-2025,Thiruvananthapuram

- Read: 1) G.O. (Ms) No. 2/2025/DMD dated 15.01.2025
2) G.O. (Ms) No. 3/2025/DMD dated 28.02.2025
3) Lr No. CIAL/SO/2024-25/16 dated 11.04.2025 from
Special Officer, Wayanad Township Project
4) G.O.(Ms)No.7/2025/DMD dated 16-05-2025
5) Lr No. CIAL/SO/2025-26/60 dated 28.05.2025 from
Special Officer, Wayanad Township Project
6)Minutes of the 3rd meeting of the Co-ordination
Committee of the Wayanad Township Project held on
18.06.2025.

ORDER

As per Government Order read as 3rd paper above, Administrative sanction was accorded on the rough cost estimates submitted by the Employer's Representative, KIIFCON for approximately Rs. 351,48,03,778/- (Rs Three fifty one crore forty eight lakhs three thousand seven hundred and seventy eight only,including pre- project expenses), subject to the condition that the Technical Sanction (TS) shall be issued by the Employer's Representative (KIIFCON). In that order it is also mentioned that conditions of contract and contract forms will be issued separately.

2. As per letter read as 3rd and 5th paper above, the Special Officer, Wayanad Township Project had submitted the contract and contract forms for the construction of Wayanad Township for the approval of Government. The 3rd Co-ordination Committee for the Wayanad Township held on 18.06.2025 have examined the draft contract conditions duly vetted by the Finance Department and Law Department and it was placed in the 1st Meeting of Rehabilitation

Committee for Wayanad Township held on 19.06.2025.

3. After detailed examination, Government hereby approve the "**Conditions of Contract and Contract Forms**",(Attached as Annexure)for the implementation of Wayanad Township subject to following modification in the contract.

Under 5.1 Sub Clause 1.1.17 the following may be added.

"Payment under Sub clause 1.1.17 shall be done only with the approval of Government".

(By order of the Governor)
M G RAJAMANICKAM
SECRETARY

The Accountant General (Audit) (A&E), Kerala Thiruvananthapuram
The Commissioner, Land Revenue
The Commissioner, Disaster Management
The Special Officer, Wayanad Township Project
The Chief Executive Officer , KIIFCON
The Managing Director, M/s ULCCS Ltd
The District Collector, Wayanad
The Member Secretary, KSDMA
Finance Department
Revenue (DRF) Department
Web & New Media
Stock File/Office Copy

Forwarded /By order

Section Officer



PART 5 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

TOWNSHIP AT KALPETTA, WAYANAD **LANDSLIDE REHABILITATION PROJECT**

PART 5 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

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5. **Conditions of Contract and Contract Forms**

Section I- General Conditions (GC)

The General Conditions of Contract is as mentioned below. The Particular Conditions of Contract mentioned in the following pages are the amendments/additions/deletions/modifications to these General Conditions. The Particular Conditions of the Contract shall be read in conjunction with the General Conditions and shall be construed accordingly.

Silver Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for EPC/Turnkey Projects” must be obtained from FIDIC.

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Section II - Particular Conditions

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

5.1. Contract Data

Conditions	Sub-Clause	Data						
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.17	5 % (Five Percent) with the approval of the Employer						
Defects Notification Period (DNP)	1.1.24	5 Years for Civil Works and 3 Years for Electrical, Mechanical, Plumbing and Electronics works from the Date of Completion of the Works or Section (or part of the Works)						
The Employer's Representative	1.1.30	Employer's Representative (PMC) - KIIFFCON Private Limited						
Schedule of Rates and Prices	1.1.65	CPWD/MoRTH/DSR 2021 rates, excluding Contractor's Profit						
Site	1.1.67	Land admeasuring 49.5 Hectares in Elston Estate Kalpetta (Survey no 88/1/1 Block no 19 of Kalpetta Village) in Vythiri Taluk, Wayanad District, Kerala						
Time for Completion	1.1.76	540 days						
Milestones	1.1.81	<p><i>Milestones are to be used in accordance with Sub-Clause 4.26, refer to Table: Summary of Milestones below:</i></p> <table> <tr> <th>Sl. No.</th><th>Description of Milestones</th><th>Time for Completion from Commencement Date (in days)</th></tr> <tr> <td>1</td><td>Completion of Design Engineering and Good for</td><td>90</td></tr> </table>	Sl. No.	Description of Milestones	Time for Completion from Commencement Date (in days)	1	Completion of Design Engineering and Good for	90
Sl. No.	Description of Milestones	Time for Completion from Commencement Date (in days)						
1	Completion of Design Engineering and Good for	90						

			Construction Drawings necessary for performing 2 nd Milestone (including Approval from Employer's Representative)	
		2	Completion of Construction of 15% value of Works	120
		3	Completion of Construction of 35% value of Works	210
		4	Completion of Construction of 50% value of Works	330
		5	Completion of Construction of 70% value of Works	450
		6	Completion of Construction of 90% value of Works	510
		7	Completion of Construction of 100% value of Works and Submission of As-built drawings	540
		The detailed Works Programme submitted by the Contractor in accordance with Clause 8.3 to meet the above-mentioned Milestones is placed in the Appendix to this Contract Agreement. The detailed payment		

		schedule submitted by the Contractor is also placed in the Appendix to the Contract Agreement.
Electronic transmission system	1.3 (a)(ii)	<p>1. Employer:</p> <p>revenuemdk@gmail.com</p> <p>dmdaskerala@gmail.com</p> <p>md@cial.aero</p> <p>2. Employer's Representative:</p> <p>wayanadtownship@kiifcon.com</p> <p>kiifcon@kiifb.org</p> <p>3. Contractor:</p> <p>wayanadtownship@ulccs.com</p> <p>uralungal@ulccs.com</p> <p>4. Contractor's Representative:</p> <p>coo@ulccs.com</p>
Address of Employer for communications	1.3 (d)	Principal Secretary, Disaster Management Department, Government of Kerala, Government Secretariat, Thiruvananthapuram, Kerala. 695001
Address of Employer's Representative for communications	1.3 (d)	Chief Executive Officer, KIIFCON Private Limited, 7 th Floor, Felicity Square, Mahatma Gandhi Road, Palayam, Thiruvananthapuram, Kerala – 695001.
Address of Contractor for communications	1.3 (d)	The Chairman, M/s Uralungal Labour Contract Cooperative Society Limited (ULCCS Ltd), Madappally College Road, Post – Madappally, Vatakara, Madappally, Kerala – 673102.
Governing Law	1.4	Laws of India and State of Kerala (as applicable).
Ruling language	1.4	Malayalam and English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	14 days from the date of receipt of letter of acceptance

Number of additional paper copies of Contractor's Documents	1.8	3 copies
Total liability of the Contractor to the Employer under or in connection with the Contract	1.14	<p>INR _____ (in words) _____ (Contract Price)</p> <p>(Total liability of the Contractor to the employer under or in connection with the contract [1.14] will be the final amount specified in the EPC Contract/Contract Price limited to Technical Sanctioned Amount).</p>
Time for access to the Site	2.1	Possession Date.
Possession Date (Handover of Site)	2.1	Possession Date is 11 Apr 2025, the date on which the District Collector, District Magistrate & Chairperson DDMA, Wayanad in compliance with the Judgement No WA/229/2025 dated 11 Apr 2025 of the Honourable High Court of Kerala took possession of the Site and permitted access to the Contractor.
Employer's Financial Arrangements	2.4	<p>1. Funding from Government of Kerala.</p> <p>2. Contribution in Cash and kind from Sponsors in accordance with the Tripartite Agreement.</p>
Performance Security	4.2	Not Applicable
Environmental and Social (ES) Performance Security	4.2	Not Applicable
Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	4.4(a)	Not Applicable as sub-contracting is not permitted.

Parts of the Works for which subcontracting is not permitted	4.4(b)	No subcontracting is permitted. (Only in the case of specialized works, prior permission of Employer will be sought based on the recommendation of the Technical Sanctioning Authority)
Period of payment for temporary utilities	4.19	NA
Number of additional paper copies of progress reports	4.20	3 copies
Review Period	1.1.61 and 5.2.2	21 days
Normal working hours	6.5	8 hours per Working Shift
Number of additional paper copies of program	8.3	3 copies
Delay Damages payable for each day of delay	8.8	Penalties @ 0.1% of the agreed Probable Amount of Contract (PAC) shall be imposed as liquidated damages for the delay for each week beyond the scheduled date of completion of a milestone subject to a maximum of 10% of the agreed PAC for the reasons attributable to the contractor.
Maximum amount of Delay Damages	8.8	10% of the Probable Contract Price In case the EPC Contractor completes the whole of the works (i.e 100% value of works) within the Time for Completion, the delay damages levied for the intermediate milestones shall be released. No interest will be admissible on such amount.
Overhead Expenses	1.1.92, 13.3.1 & 13.4(b)(ii)	As per CPWD/ MoRTH specifications and standard rates.
Adjustment for changes in cost	13.7	No adjustment allowed.

Total Advance Payment	14.2	Interest Free Advance of 20 Percentage of the Contract Price(Limited to the Technical Sanctioned Amount) is payable.
Period of payment of Advance Payment to the Contractor	14.2.2	15 days
Repayment of Advance Payment	14.2.3	(a) minimum amount of certified interim payments to commence repayment of the Advance Payment, as a percentage of the Contract Price payable in that currency less Provisional Sums: Nil. (b) percentage deductions for the repayment of the Advance Payment: On pro rata basis as per billed amount in a manner that the complete advance is recouped to the Employer on the completion of 90% of the value of Works or 6 th Milestone-510 Days whichever is earlier.
Period of payment	14.3	Monthly (after the end of each month)
Number of additional paper copies of Statements	14.3(b)	3 copies
Percentage of retention	14.3(iii)	2.5 % of Interim Payment
Limit of Retention Money (as a percentage of Contract Price)	14.3(iii)	2.5 %
Minimum amount of interim payment	14.6.2	INR 2 (Two) Crores
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	14.7(b)(i)	21 Days

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	14.7(b)(ii)	30 days
Period for the Employer to make final payment to the Contractor	14.7(c)	30 days
Number of additional paper copies of draft Final Statement	14.11.1(b)	3 copies
Currencies of Payment	14.15	INR (Indian Rupees)
Proportions or amounts of Local and Foreign Currencies are Local Foreign	14.15(a)(i)	Local Currency: INR Foreign Currency: Not Applicable
Currencies and proportions for payment of Delay Damages	14.15(c)	INR (Indian Rupees)
Rates of exchange	14.15(g)	<i>Not Applicable</i>
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	<i>As per GCC</i>
Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	19.2.1 (b)	20%
List of risks from Exceptional Events	19.2.1(iv)	18.1 (c), (d) & (f) of GCC

which shall not be excluded from the insurance cover for the Works		
Extent of insurance required for Goods	19.2.2	As per GCC till the end of Defect Notification Period
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	5% of Contract Price till the end of Defect Notification Period
Insurance required against liability for fitness for purpose	19.2.3(b)	YES
Period of insurance required for liability for breach of professional duty	19.2.3	till the end of Defect Notification Period
Amount of insurance required for injury to persons and damage to property	19.2.4	INR 10 Crores till the end of Defect Notification Period.
Other insurances required by Laws and by local practice (give details)	19.2.6	As per Applicable laws
Time for appointment of DAAB member(s)	21.1	Sub - Clause stands deleted
The DAAB shall be comprised of	21.1	Sub - Clause stands deleted
List of proposed members of DAAB - proposed by Employer - proposed by Contractor	21.1	Sub - Clause stands deleted Please refer Clause 21

Failure to Appoint DAAB Members(s)	21.2	Sub - Clause stands deleted
Avoidance of Disputes	21.3	Sub - Clause stands deleted
Obtaining DAAB's Decision	21.4	Sub - Clause stands deleted
Amicable Settlement	21.5	Sub - Clause stands deleted
Arbitration	21.6	Sub - Clause stands deleted
Failure to comply with DAAB's decision	21.7	Sub - Clause stands deleted
No DAAB in place	21.8	Sub - Clause stands deleted

5.2. Addition/deletion/ modification to the definitions of GC.

5.2.1. Sub-Clause 1.1.4

“**Commencement Date**” is 21 Apr 2025 as stated in the Notice to Proceed issued by the Employer’s Representative including any amendments thereof, which shall be deemed to have been issued under Sub-Clause 8.1 [Commencement of Works] to give the Contractor access to the Site and Start scientific investigation and preliminary works as cited in the Notice to Proceed.

5.2.2. Sub-Clause 1.1.39: Goods

“**Goods**” means Contractor’s Equipment, Materials, Plant, Temporary Works and Employer – Supplied Materials under sub-clause 2.6 [Employer – Supplied Materials and Employee’s Equipment] or any of them as appropriate.

5.2.3. Sub-Clause 1.1.43: Laws

“**Laws**” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority in the State of Kerala and India.

5.2.4. Sub-Clause 1.1.54: Performance Security

“This definition is deleted.”

5.2.5. Sub-Clause 1.1.67: Site

“**Site**” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.

5.2.6. Sub-Clause 1.1.81: Milestone

“**Milestone**” means a part of the Works stated in the Contract Data (if any) and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.26 [Milestones] but is not to be taken over by the Employer after completion.

5.2.7. Sub-Clause 1.1.82: Milestone Certificate

“**Milestone certificate**” means the certificate issued by the Employer’s Representative under Sub-Clause 4.26 [*Milestones*].

5.2.8. Sub-Clause 1.1.83: Sponsor

“**Sponsor**” has the meaning specified in the Tripartite Agreement for sponsorship management in Wayanad Township management entered between Project Implementation Unit (PIU), Sponsor and the Contractor.

5.2.9. Sub-Clause 1.1.84: Project Implementation Unit (PIU)

“Project Implementation Unit” means the Unit setup for implementation of Wayanad Township Project, headed by the Special Officer under the Disaster Management Department, Government of Kerala and for the purpose of mobilizing Employer – Supplied Materials and Employer’s Equipment [Sub-Clause 2.6] from the Sponsors in accordance with the Tripartite Agreement.

5.2.10. Sub-Clause 1.1.85: Statement of Materials/ Equipment

“Statement of Materials/Equipment” means itemized requirement of Construction Materials/Equipment submitted by the Contractor to the Project Implementation Unit (PIU), along with their quantity, dimensions, specification & quality and location & timeline for making them available by the Sponsors during construction period in accordance with the Tripartite Agreement.

5.2.11. Sub-Clause 1.1.86: Project Implementation Account

“Project Implementation Account” means a dedicated Bank Account opened by the Employer with a scheduled bank for the implementation of Wayanad Township Project.

5.2.12. Sub-Clause 1.1.87: Payment Bank

“Payment Bank” means a Scheduled Bank with which the Employer has opened the Project Implementation Account.

5.2.13. Sub-Clause 1.1.88: Tripartite Agreement

“Tripartite Agreement” means an agreement for managing the Sponsorship in cash or kind by the Sponsor, signed between the Project Implementation Unit (Employer), Sponsor and the Contractor in a draft format as mentioned in the Annexure to the Particular Conditions of Contract.

5.2.14. Sub-Clause 1.1.89: Payment Certificate

“Payment Certificate” means a certificate issued by Employer to the Payment Bank for release of Interim Payment [Sub-Clause 14.6]/Final Payment [Sub-Clause 14.13] to the Contractor as per the provisions of the Contract Agreement.

5.2.15. Sub-Clause 1.1.90: Code of Conduct

“Code of Conduct” refers to the Code of Conduct for Contractor’s Personnel in the form prescribed for the purpose and included in Part 5 – Conditions of Contract and Contract Forms.

5.2.16. Sub-Clause 1.1.91: Payment for Applicable Permits

“**Payment for Applicable Permits**” refers to the payment against cost incurred by the Contractor for obtaining applicable permits as indicated in the Employer’s Requirement.

5.2.17. Sub-Clause 1.1.92: Overhead Expenses

“**Overhead Expenses**” means applicable percentage to be applied for determination of cost of variation in accordance with Sub-Clause 13.3 [Variation Procedure] for meeting the overhead charges above the Schedule of Rates and shall not include any profit.

5.2.18. Sub-Clause 1.1.93: Notice to Proceed

“**Notice to Proceed**” means the notice that has been issued by Employer’s Representative vide No. KIIFC/81/2024-APC(01) dated 28th February 2025 and amendment issued thereof vide No. KIIFC/81/2024-APC(01) dated 21st March 2025 and also includes any amendments issued by the Employer’s Representative deemed to have been issued under Sub-Clause 2.1 [Right of Access to the Site] for the purpose of undertaking preliminary activities including scientific investigations as a precursor to commencement of construction Works.

5.2.19. Sub-Clause 1.1.94: Possession Date

“**Possession Date**” means the date on which the Site is handed over to the Contractor without any encumbrances in accordance with the provisions of Sub-Clause 2.1 [Right of Access to the Site], or any other date as informed by the Employer/Employer’s Representative as the case may be for start of construction of Works in accordance with Sub-Clause 8.1 [Commencement of Works]. Possession Date is 11 Apr 2025, the date on which the District Collector, District Magistrate & Chairperson DDMA, Wayanad in compliance with the Judgement No WA/229/2025 dated 11 Apr 2025 of the Honourable High Court of Kerala took possession of the Site and permitted access to the Contractor.

5.3. Addition/deletion/ modification to the Sub-Clauses of GC.

5.3.1. Sub-Clause 1.2: Interpretation

1.2 (a) is replaced with: “(a) Words indicating one gender include all genders; and

“he/she” is replaced with: “it”;

“him/her” is replaced with “it”;

“his” and “his/her” are replaced with: “its”;

“himself/herself” are replaced with: “itself”.

Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

sub-paragraph (k) is added:

(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents” or “bidding/bid document(s)”, as applicable.”

5.3.2. Sub-Clause 1.5: Priority of Documents

The following documents are added in the list of Priority Documents:

“(f) the Particular Conditions Part C- Fraud and Corruption;

the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports;”

and the list renumbered accordingly:

5.3.3. Sub-clause 1.6: Contract Agreement

The first paragraph of the Sub-Clause is replaced with: “The Parties have signed the Contract Agreement on the Date specified therein in the format of Contract Agreement based on the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.”

The second paragraph of the Sub-Clause is deleted.

5.3.4. Sub-Clause 1.11: Confidentiality

The following is added at the end of the second paragraph:

“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

5.3.5. Sub-Clause 2.1: Right of Access to the site

The first paragraph is replaced as follows:

“The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer’s Requirements.”

5.3.6. Sub-Clause 2.4: Employer’s Financial Arrangements

Following is added as last paragraph:

“Sponsor’s contribution in cash to the Employer in accordance with the Tripartite Agreement shall become part of Employer’s Financial Arrangements and utilized for making Payments as per the provisions of the Contract Agreement.”

5.3.7. Sub-Clause 2.6: Employer – Supplied Materials and Employer’s Equipment

The first paragraph is replaced with:

The Contractor shall be responsible for mobilization and supply of required Materials/Equipment for completion of Works.

Notwithstanding the above, the Employer shall make available the Materials and Equipment (if any) received or to be received in due course from the Sponsors for the execution of the Works by the Contractor, subject to the condition that such materials satisfy the specifications prescribed in the table of specifications at Statement of Materials/ Equipment.

The Contractor (at his own expense) shall hire or construct and maintain a warehouse facility for receipt, storage and issuing of Materials/Equipment (if any) received from the Sponsors, at the Site or any other suitable location identified for the purpose. The dimensions and specifications of the warehouse is mentioned in the Employer’s Requirement. Such warehouse facility shall be maintained in good condition to avoid theft, pilferage, deterioration and/or loss of utility of the Materials until the completion of the project or handing over the excess/unused Material if any, to the Employer whichever is later.

The Contractor shall also supply and maintain an inventory management system approved by the Project Implementation Unit and Employer’s Representative.

The Contractor shall submit, a Statement of Materials/ Equipment to the Employer, as part of Programme for the execution of Works [Sub-Clause 8.3] within 28 days after receiving the Notice under Sub-Clause 8.1 [Commencement of Works]. The Project Implementation Unit shall assess and obtain quantity of sponsored Materials/Equipment from the Sponsors.

The Project Implementation Unit shall maintain the inventory of sponsored Materials/Equipment. The modalities of receipt and issuance of Materials from the Sponsors are mentioned in the Tripartite Agreement and Employer’s Requirement.

The Contractor shall assess the availability of sponsored Materials in the warehouse on a weekly basis and/or availability of Materials as per the timeline mentioned in the Tripartite Agreement and accordingly procure the balance Materials required for smooth conduct of the construction.

The cost of sponsored Materials/Equipment consumed by the Contractor shall be deducted in the Interim/Final payments to the Contractor at the rate specified in the invoice/bill submitted by the Sponsor or as per the rate of last purchase for the Wayanad Township Project by the Contractor (for which the contractor has to submit necessary documentary evidence) whichever is lower.

If the sponsored materials are not made available on the date stipulated in, the Contractor shall procure the required material/equipment without in anyway causing any delay or disruption in the execution of the project.

Non-supply of sponsored Materials/Equipment by the Employer shall not relieve the Contractor from any of the obligations under this Contract Agreement.

5.3.8. Sub-Clause 3.1: The Employer's Representative

The first paragraph is replaced as follows:

The Employer/Government of Kerala has appointed M/s KIIFCON Private Limited as the Employer's Representative who, except as otherwise stated in these Conditions, shall be deemed to act on the Employer's behalf under the Contract.

The second paragraph is replaced as follows:

The Employer's Representative shall be vested with, and (unless and until the Employer notifies the Contractor otherwise) shall be deemed to have, the full authority of the Employer under the Contract. Particularly the role and authority of Employer's Representative shall be same as Employer in following Sub-Clauses:

- A. Sub-Clause 5 –Design
- B. Sub-Clause 6 – Staff and Labour
- C. Sub-Clause 7 – Plant, Material and Workmanship
- D. Sub-Clause 8 – Commencement Delays and Suspension
- E. Sub-Clause 9 – Tests on Completion
- F. Sub-Clause 11 – Defects after taking over
- G. Sub-Clause 12 – Tests after Completion

In following provisions the role of Employer's Representative shall be recommendatory in nature:

- A. Sub-Clause 14 – Contract Price and Payment
- B. Sub-Clause 15 – Termination by Employer
- C. Sub-Clause 16 – Suspension and Termination by Contractor
- D. Sub-Clause 17 – Care of Works and Indemnities
- E. Sub-Clause 18 – Exceptional Events

F. Sub-Clause 19 – Insurance

G. Sub-Clause 20 – Employer’s and Contractor’s Claims

In the last paragraph, “shall” is replaced with “should”.

5.3.9. Sub-Clause 4.1: Contractor’s General Obligations

The following is inserted as the last paragraphs of the Sub-clause:

“The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Employer/Employer’s Representative is satisfied that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Proposal and agreed as part of the Contract.

The Contractor shall submit, to the Employer/Employer’s Representative for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Employer/Employer’s Representative for Review.

The C-ESMP shall be part of the Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2.2 *[Review by Employer]*.

The Contractor shall provide relevant contract-related information, as the Employer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

- (1) are affected or likely to be affected by the Contract; and
- (2) may have an interest in the Contract.

The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Employer’s Representative may reasonably request.

Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor,

including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.”

5.3.10. Sub-Clause 4.2: Performance Security

“The entire Sub-Clause is deleted.”

5.3.11. Sub-Clause 4.3: Contractor’s Representative

The following sentence is added at the end of the Sub-Clause: “If the Contractor’s Representative’s delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer.”

5.3.12. Sub-Clause 4.5.1: Objection to nomination

In sub-paragraph (c):

“and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [*Payment to nominated Subcontractors*].”

5.3.13. Sub-Clause 4.6: Co-operation

The following is added after the first paragraph:

“The Contractor shall also, as stated in the Employer’s Requirements or as instructed by the Employer, cooperate with and allow appropriate opportunities for the Employer’s Personnel to conduct any environmental and social assessment.”

5.3.14. Sub-Clause 4.8: Health and Safety Obligations

The following are included after deleting “and” at the end of (f) and replacing “.” with “; and” at the end of (g):

- (h) where a health service provider for the Contract is stated in the Employer’s Requirements, provide all reasonable assistance (room, accommodation, water etc.) to enable the service provider to perform its functions;

- (i) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (j) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (k) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health.
- (l) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (m) subject to Sub-Clause 4.6, where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (n) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment."

The second and third paragraphs are replaced with the following:

"Subject to Sub-Clause 4.1, within 14 days from the date of signing the EPC Contract the Contractor shall submit to the Employer and Employer's Representative for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 [*Contractor's Documents*].

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (1) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;

- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
 - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;
 - (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and
- (2) any other requirements stated in the Employer's Requirements."

The paragraph starting with: "In addition to the reporting requirement of..." is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

5.3.15. Sub-Clause 4.9.1: Quality Management System

The First paragraph is replaced as follow:

The Contractor shall prepare and implement a QM System to demonstrate compliance with the requirements of the Contract. The QM System shall be specifically prepared for the Works and submitted to the Employer within 14 days of the date of signing the EPC Contract. Thereafter, whenever the QM System is updated or revised, a copy shall promptly be submitted to the Employer.

5.3.16. Sub-Clause 4.15: Access Route

The following is added at the end of Sub-Clause 4.15:

"The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Contractor's Equipment on public roads or other public infrastructure.

The Contractor shall monitor & use road safety incidents and accidents reports, to identify negative safety issues and establish & implement necessary measures to resolve them.”

5.3.17. Sub-Clause 4.18: Protection of the Environment

The Sub-Clause is replaced with: “The Contractor shall take all necessary measures to:

- (1) protect the environment (both on and off the Site); and
- (2) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Employer.”

5.3.18. Sub-Clause 4.20: Progress Reports

Sub-Clause 4.20 (g) is replaced with the following:

“4.20 (g) the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”

5.3.19. Sub-Clause 4.21: Security of the Site

Sub-Clause 4.21 is replaced with:

“The Contractor shall be responsible for the security of the Site, and:

- (1) for keeping unauthorized persons off the Site;
- (2) authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a Notice from the Employer to the Contractor; and

Subject to Sub-Clause 4.1, the Contractor shall submit for the Employer’s No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and

where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer's Requirements."

5.3.20. Sub-Clause 4.23: Archaeological and Geological Findings

The first paragraph is replaced with the following:

"All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (1) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (2) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (3) implement any other action consistent with the requirements of the Employer's Requirements and relevant Laws."

5.3.21. Sub-Clause 4.24: Suppliers (other than Subcontractors)

The following Sub-Clause are added:

4.24.1 Forced Labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labour including trafficked persons as described in Sub-Clause 6.21. If forced labour/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.2 Child labour

The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labour as described in Sub-Clause 6.20. If child labour cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within

a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.3 Serious Safety Issues

The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in Sub-Clauses 4.4, 4.8 and 6.7. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

4.24.4 Obtaining natural resource materials in relation to supplier

The Contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats

5.3.22. Sub-Clause 4.25: Code of Conduct

The following is added as Sub-Clause 4.25:

“The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct including specific behaviours that are prohibited and understands the consequences of engaging in such prohibited behaviours.

These measures include providing instructions and documentation that can be understood by the Contractor’s Personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be

provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations"

5.3.23. Sub-Clause 4.26: Milestones

The following Sub-Clause is added:

"The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 [*Programme*], the time for completion of each Milestone.

Sub-paragraph (d) of Sub-Clause 8.4 [*Advance Warning*] and Sub-Clause 8.5 [*Extension of the Time for Completion*] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Employer's Representative, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Employer's Representative shall, within 28 days after receiving the Contractor's Notice:

- (1) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
- (2) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.

If the Employer's Representative fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the completion of a period of 28 days as mentioned above.

If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):

- (1) the Contractor shall, subject to Sub-Clause 20.1 [*Claims*], pay delay damages to the Employer for this default;
- (2) such delay damages shall be the amount stated in the Contract Data, for every week which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;
- (3) these delay damages shall be the only damages due from the Contractor for such default; and
- (4) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)."

5.3.24. Sub-Clause 5.4: Technical Standards and Regulations

The following is added as a second paragraph:

"If so stated in the Employer's Requirements, the Contractor shall:

- (1) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and
- apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances.)

5.3.25. Sub-Clause 6.1: Engagement of Staff and Labour

The following paragraphs are added at the end of the Sub-Clause:

"The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer's Requirements. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."

5.3.26. Sub-Clause 6.2: Rates of Wages and Conditions of Labour

The following paragraphs are added at the end of this Sub-Clause:

“The Contractor shall inform the Contractor’s Personnel about:

- (1) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and
- (2) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

Where required by applicable Laws or as stated in the Employer’s Requirements, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.”

5.3.27. Sub-Clause 6.5: Working Hours

The following is inserted at the end of the Sub-Clause:

“The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer’s Requirements.”

“Working Shift shall be determined by the Contractor based on availability of Labour and Materials to complete the Project within the time specified in the Contract Data Sheet. Each Working Shift shall be for a duration of 8 hours only.”

5.3.28. Sub-Clause 6.6: Facilities for Staff and Labour

The following is added as the last paragraph:

“If stated in the Employer’s Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s Personnel as stated in the Employer’s Requirements.”

5.3.29. Sub-Clause 6.7: Health and Safety of Personnel

In the second paragraph, replace “The Contractor” with:

“Except as otherwise stated in the Employer’s Requirements, the Contractor...”

5.3.30. Sub-Clause 6.9: Contractor's Superintendence

The first paragraph is replaced as follows:

From the Possession Date until the issue of the Performance Certificate, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect, test and monitor the execution of the Works.

5.3.31. Sub-Clause 6.9: Contractor's Personnel

The Sub-Clause is replaced with:

"The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.

The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who:

- (1) persists in any misconduct or lack of care;
- (2) carries out duties incompetently or negligently;
- (3) fails to comply with any provision of the Contract;
- (4) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (5) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (6) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; or
- (7) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [Contractor's Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [Key Personnel] shall apply.

Subject to the requirements in Sub-Clause 4.3 [Contractor's Representative] and 6.12 [Key Personnel], and notwithstanding any requirement from the Employer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

5.3.32. Sub-Clause 6.12: Key Personnel

The following is inserted at the end of the last paragraph: “If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Employer.”

5.3.33. Sub-Clause 6.13: Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract

5.3.34. Sub-Clause 6.14: Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.

5.3.35. Sub-Clause 6.15: Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

5.3.36. Sub-Clause 6.16: Alcoholic Liquor or Drugs

The Contractor shall not, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.

5.3.37. Sub-Clause 6.17: Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so

5.3.38. Sub-Clause 6.18: Festivals and Religious Customs

The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs

5.3.39. Sub-Clause 6.19: Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

5.3.40. Sub-Clause 6.20: Child Labour

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor, including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Employer's consent. The Contractor shall be subject to regular monitoring by the Employer/Employer's Representative that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (1) with exposure to physical, psychological or sexual abuse;
- (2) underground, underwater, working at heights or in confined spaces;
- (3) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (4) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (5) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5.3.41. Sub-Clause 6.21: Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

5.3.42. Sub-Clause 6.22: Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

5.3.43. Sub-Clause 6.23: Contractor's Personnel Grievance Mechanism

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements."

5.3.44. Sub-Clause 6.24: Training of Contractor's Personnel

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8.

As stated in the Specification or as instructed by the Employer's Representative, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

5.3.45. Sub-Clause 7.3: Inspection

Following is added in the first paragraph after "Employer's Personnel" "(including the consultants acting on behalf of the Employer or Employer's Representative, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations authorised by the Employer or the Employer's Representative)".

Following is added after the last paragraph:

"The Sponsors shall have the right to visit the Site and verify the progress of construction of those components/assets sponsored by them periodically, in accordance with the Tripartite Agreement.

5.3.46. Sub-Clause 7.4: Testing by the Contractor

The second paragraph is modified to start as: "Except as otherwise specified in the Contract, the Contractor shall...."

5.3.47. Sub-Clause 7.7: Ownership of Plant and Materials

The first paragraph is modified to start as: "Except as otherwise specified in the Contract, each item of"

5.3.48. Sub-Clause 8.1: Commencement of Works

The sub-clause is replaced with the following:

"The Employer/Employer's Representative shall give a Notice to the Contractor stating the commencement of Works which shall be the Possession Date, or any other date as informed by the Employer's Representative, not less than 3 days before the Possession Date. In any case the notice of commencement of Works shall not go beyond 10 days from Possession Date.

The Notice shall be issued promptly after the Employer/Employer's Representative determines the fulfilment of the following conditions:

- (1) signature of the Contract Agreement by both Parties;
- (2) except if otherwise specified in the Contract Data, effective possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.12 [Compliance with Laws] as required for the commencement of the Works;

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is

reasonably practicable after the Possession Date, and shall then proceed with the Works with due expedition and without delay.”

5.3.49. Sub-Clause 8.3: Programme

The sub-para (a) of the third paragraph is replaced as follows:

- (a) the date of signing the EPC Contract and the Time for Completion, of the Works and of each Section (if any);

5.3.50. Sub-Clause 11.5: Remedying of Defective Work off Site

The last paragraph is replaced as follows:

“When the Employer gives consent (which consent shall not relieve the Contractor from any obligation or responsibility under this Clause), the Contractor may remove from the Site such items of Plant that are defective or damaged. As a condition of this consent, the Employer may withhold an amount equivalent to the full replacement cost of the defective or damaged Plant till the requirement is complied.”

5.3.51. Sub-Clause 11.7: Right of access after Taking Over

In the second paragraph, “Whenever the Contractor intends to access any part of the Works or such records during the relevant DNP:” is replaced with:

“Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works or such records:”

5.3.52. Sub-Clause 13.3: Variation procedure -

Sub-Clause 13.3.1 Paragraph 8 is replaced with the following:

Each new rate or price shall be derived from any relevant rates or prices in the Schedule of Rates and Prices (CPWD/ MoRTH/DSR2021), with reasonable adjustments, taking account of all relevant circumstances.

If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the Cost Plus Profit of executing the work.

The Employer’s Representative shall verify the reasonableness of such adjustments and submit it to the Technical Committee for approval.

5.3.53. Sub-Clause 13.6: Adjustments for Changes in Laws

The following is added at the end of the Sub-Clause:

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account.

5.3.54. Sub-Clause 14.2: Advance Payment Paragraph 5.3.54 is Deleted

5.3.55. Sub-Clause 14.3: Application for Interim Payment Paragraph 5.3.55 is Deleted

5.3.56. Sub-Clause 14.3: Application for Interim Payment (Second Para)

“and” from sub-paragraph (ix) is deleted.

“-” is replaced at the end of sub-paragraph (x) with “; and”

The following is added:

- (xi) Any amount to be deducted for the Contractor’s use of Materials and Equipment supplied by the Employer [Sub- Clause 2.6 Employer – Supplied Materials and Employer’s Equipment].

Following is added as last paragraph:

Payment for Applicable Permits will be reimbursed by the Employer on submission of a separate Statement along with the original bills by the Contractor.

5.3.57. Sub-Clause 14.6: Interim Payments

The first three starting paragraphs prior to sub-clause 14.6.1 are replaced as follows:

“No amount (Interim or Final) shall be paid to the Contractor until:

- (a) The Employer has received a recommendation on value of Works completed by the Contractor as per agreed Milestones from the Employer’s Representative.
- (b) The Contractor has appointed the Contractor’s Representative in accordance with Sub-Clause 4.3 [*Contractor’s Representative*] and complied with other terms of this Contract.”

5.3.58. Sub-Clause 14.6.1: Notice of Interim Payments

The Sub-Clause is replaced as follows:

The Employer shall, within 21 days after receiving a Statement and supporting documents and after obtaining a recommendation from the Employer’s Representative, give a Notice to the Contractor:

- (a) stating the amount which the Employer fairly considers to be due for the interim payment; and
- (b) including any additions and/or deductions which have become due under Sub-Clause 3.5 [*Agreement or Determination*] or under the Contract or otherwise,

with detailed supporting particulars (which shall identify any difference between a notified amount and the corresponding amount in the Statement and give the reasons for such difference).

5.3.59. Sub-Clause 14.6.2: Withholding (amounts in) an Interim Payment

Following is modified the first Sub-Paragraph is replaced as follows:

“and/or” from subparagraph (b) is deleted.

The following is added as subparagraph (c) and sub-paragraph (c) of the Sub-Clause is renumbered as (d):

- (c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Employer’s Representative, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Employer’s Representative, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
 - (1) failure to comply with any ES obligations or work described in the Employer’s Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (2) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (3) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (4) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (5) failure to submit ES report/s, or failure to submit such reports in a timely manner;
 - (6) failure to implement remediation as instructed by the Employer within the specified timeframe (e.g. remediation addressing non-compliance/s).

5.3.60. Sub-Clause 14.7: Payment

Following Sub- paragraph is added after Sub-paragraph (d):

“The Interim Payment and Final Payment in accordance with sub-clause 14.7 (b) & (c) shall be after deducting the cost of Materials and Equipment supplied by the Employer [Sub- Clause 2.6 Employer – Supplied Materials and Employer’s Equipment] .”

Following Sub- paragraph is added before the last sub-paragraph:

“Upon the receipt of Statement from the Contractor pursuant to Sub-Clause 14.3 [Application for Interim Payment] or Sub-Clause 14.10 [Statement of Completion] or Sub-Clause 14.11 [Final Statement] the Employer’s Representative shall recommend Interim Payment [Sub-Clause 14.6] or Final Payment [Sub-Clause 14.13] as the case may be for approval of the Employer

and issuance of a Payment Certificate to the Payment Bank conveying its approval for release of amount specified in the certificate less any necessary deductions or adjustment in accordance with the Contract Agreement and/or applicable laws.”

Following paragraph is added at the end:

“The Contractor shall pay the cost for obtaining the Applicable Permits from the concerned Authority/ Government entity and submit a separate Statement along with original bills to the Employer. Payment for Applicable Permits will be reimbursed by the Employer on actual basis upon verification of the submitted Statement.”

5.3.61. Sub-Clause 14.8 Delayed payment:

This sub clause is deleted.

5.3.62. Sub-Clause 14.9: Release of Retention Money

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been released for payment by the Employer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a scheduled bank or financial institution recognized by RBI selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. On receipt by the Employer of the required guarantee, the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

5.3.63. Sub-Clause 14.10: Statement of Completion

The word “Employer” in first sub-paragraph is replaced with “Employer and Employer’s Representative.”

5.3.64. Sub-Clause 14.11: Final Statement

In sub-paragraph (c) following is added:

- (5) Any amount to be deducted against Material and Equipment supplied by the Employer [Sub- Clause 2.6 Employer – Supplied Materials and Employer’s Equipment].

5.3.65. Sub-Clause 14.12: Discharge

The following modifications are made:

“and” is deleted from sub-paragraph (a)

Sub-paragraph “(b)” is deleted.”

Second paragraph is modified as:

“If the Contractor fails to submit this discharge, the discharge shall be deemed to have been submitted and to have become effective when the conditions of sub-paragraphs (a) and (b) have been fulfilled. If no Final Statement has been submitted by the Contractor and the second paragraph of Sub-Clause 14.13 [*Final Payment*] applies, the discharge shall be deemed to have been issued by the Contractor after the Contractor has received the Final Payment under the second paragraph of Sub-Clause 14.13.”

5.3.66. Sub-Clause 14.13: Final Payment

The first paragraph is modified as follows:

Within 21 days after receiving the Final Statement or the Partially Agreed Final Statement (as the case may be) and the discharge under Sub-Clause 14.12 [*Discharge*] and after obtaining a recommendation from the Employer’s Representative, the Employer shall give a Notice to the Contractor stating:

(a) the amount which the Employer fairly considers is finally due, including any additions and/or deductions which have become due under Sub-Clause 3.5 [*Agreement or Determination*] or under the Contract or otherwise; and

(b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, and after giving credit to the Contractor for all amounts (if any) previously paid by the Contractor and/or received by the Employer under the Performance Security, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be (the “Final Payment” in these conditions),

with detailed supporting particulars.

Sub-paragraph (b) is modified as follows:

“after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, and after giving credit to the Contractor for all amounts (if any) previously paid by the Contractor and/or received by the Employer, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be (the “Final Payment” in these conditions), with detailed supporting particulars.”

The following is added as the last paragraph:

The Final Payment under this sub-clause shall be subject to deduction of amount(s) against Material and Equipment supplied by the Employer [Sub-Clause 2.6 Employer – Supplied Materials and Employer’s Equipment].

5.3.67. Sub-Clause 14.14: Cessation of Employer’s Liability

Second paragraph is modified as:

“Unless the Contractor makes or has made a Claim under Sub-Clause 20.2 [*Claims For Payment and/or EOT*] in respect of an amount or amounts included in the Final Payment within 56 days of receiving the Final Payment the Contractor shall be deemed to have accepted the Final Payment as correct. The Employer shall then have no further liability to the Contractor.”

5.3.68. Sub-Clause 15.1: Notice to Correct

“and” is deleted from (b) and

“.” is replaced by: “; and” in (c).

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para, “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

5.3.69. Sub-Clause 15.2: Termination for Contractor’s Default

In Sub-clause 15.2.1, following modifications are made:

Existing sub-paragraph “(e)” is deleted.

Existing Sub-paragraph (f) is renumbered as (e),

Existing Sub-paragraph (g) is renumbered as (f),

Existing Sub-paragraph (h) is renumbered as (g),

In Sub-Clause 15.2.1, existing sub-paragraph (h) which is renumbered as (g) is replaced with the following:

“(g) is found, based on reasonable evidence, to have engaged in Fraud and Corruption as defined in paragraph 2.2 of Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

5.3.70. Sub-Clause 15.3: Valuation after Termination for Contractor’s Default

Following is added as last paragraph:

This valuation shall include deductions against the Materials and Equipment supplied by the Employer [Sub-Clause 2.6 Employer – Supplied Materials and Employer’s Equipment].

5.3.71. Sub-Clause 15.5: Termination for Employer's Convenience

Following modifications are made:

“and” is added at the end of the Sub-paragraph (a)

“and” is replaced at the end to the sub-paragraph (b) with “.”

Sub-paragraph (c) is “deleted.”

The penultimate paragraph of the sub-clause is replaced as follows:

“Termination under this Sub-Clause shall take effect 28 days after the Contractor receives this Notice. Unless and until the Contractor has received payment of the amount due under Sub-Clause 15.6 [*Valuation after Termination for Employer's Convenience*], the Employer shall not execute (any part of) the Works or arrange for (any part of) the Works to be executed by any other entities.”

5.3.72. Sub-Clause 15.6: Valuation after Termination for Employer's Convenience

Following is added before the last paragraph:

This valuation shall include deductions against the Materials and Equipment supplied by the Employer [Sub-Clause 2.6 Employer – Supplied Materials and Employer's Equipment].

5.3.73. Sub-Clause 15.8: Fraud and Corruption

The following new Sub-Clause 15.8 is added:

“15.8.1 The Employer requires compliance with the Anti-Corruption Guidelines as set forth in Particular Conditions - Part C- Fraud and Corruption.

5.3.74. Sub-Clause 16.2: Termination by Contractor 16.2.1 (Notice)

Sub-paragraph (i) is deleted in its entirety.

At the end of sub-paragraph (h): “; or” is replaced with: “.”

Sub-paragraph (e) is replaced with:

“The Contractor does not receive a Notice of the Possession Date under Sub-Clause 8.1 [*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

5.3.75. Sub-Clause 18.1: Exceptional Events

Sub-paragraph (c) is substituted with:

“(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;”

5.3.76. Sub-Clause 18.4: Consequences of an Exceptional Event

The following added at the end of Sub-Clause 18.4(b) after deleting the “.”:

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be Provided by the Contractor].”

5.3.77. Sub-Clause 18.5: Optional Termination

In sub-paragraph (c), “and necessarily” is inserted after “reasonably”.

5.3.78. Sub-Clause 18.5: Optional Termination

“and” at the end of sub-paragraph (d) is deleted.

“.” At the end of paragraph (e) is replaced with “ ; and ”

Following is added as sub-paragraph (f):

- (6) Deductions against the Materials and Equipment supplied by the Employer [Sub- Clause 2.6 Employer – Supplied Materials and Employer’s Equipment].

5.3.79. Sub-Clause 19.2: Insurance to be provided by the Contractor

19.2.1 The Works

The first paragraph is replaced as follows:

The Contractor shall insure and keep insured in the joint names of the Contractor and the Employer from the date of signing the EPC Contract until the date of the issue of the Taking-Over Certificate for the Works.

The second paragraph of Sub-Clause 19.2.5 [Injury to employees] is replaced with: “The Employer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”

5.3.80. Sub-Clause 19.2: Insurance to be provided by the Contractor Sub-Clause 19.2.2 Goods

The first paragraph of the sub-clause is replaced as follows:

“the Contractor shall insure, in the joint names of the Contractor and the Employer, the Goods and other things bought to Site by the Contractor to the extent specified and/or amount stated in the Contract Data and for the Materials and Equipment supplied by the Employer [Sub- Clause 2.6 Employer – Supplied Materials and Employer’s Equipment] (if not specified or stated, for their full replacement value including delivery to Site).

5.3.81. Sub-Clause 20.1: Claims

In a): “any additional payment” is replaced with “payment”.

5.3.82. Sub-Clause 20.2: Claims for Payment and/or EOT

The first paragraph is replaced with: “If either Party considers that it is entitled to claim under 20.1 (a) or (b), the following claim procedure shall apply:”

5.3.83. Clause 21: Disputes and Arbitration

Sub Clause 21.1. Constitution of the DAAB- Deleted

Sub Clause 21.2. Failure to Appoint DAAB Members(s)- Deleted

Sub Clause 21.3 Avoidance of Disputes-Deleted

Sub – Clause 21.4 Obtaining DAAB’s Decision - Deleted

Sub - Clause 21.5 Amicable Settlement - Deleted

Sub - Clause 21.6 Arbitration - Deleted

Sub - Clause 21.7 Failure to comply with DAAB’s decision - Deleted

Sub - Clause 21.8 No DAAB in place- Deleted

The following paragraph is added:

The Parties, namely the Employer’s Representative and the Contractor, shall strive to resolve all Disputes arising under or in relation to this Contract promptly, equitably, and in good faith. Each Party shall afford the other reasonable access to all non-privileged records, information, and data pertinent to any Dispute.

In the event of a Dispute, both Party may mutually agree to initiate a conciliation process by requesting the Special Officer, Project Implementation Unit (PIU), to mediate and assist the Parties in achieving an amicable resolution.

If the Special Officer fails to resolve the matter, the Special Officer shall refer the Dispute to the Coordination Committee of the Government of Kerala headed by the Chief Secretary appointed vide GO (Rt) No. 72/2025/DMD dated 17 Feb 2025. If the said Co-ordination Committee fails to resolve the Dispute within thirty (30) days after such reference, the Contractor may approach the Court of Law for judicial resolution.

**5.4. Appendix- Modifications to General Conditions of DAAB Agreement
Clause Deleted**

5.5. Fraud and Corruption

5.5.1. Purpose

These Anti-Corruption Guidelines and this annex apply with respect to procurement under this project.

5.5.2. Requirements

5.5.2.1. The Employer requires that the consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

5.5.3. To this end, the Employer:

- A.** Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- B.** May rescind the Contract / Letter of Acceptance if the Employer determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- C.** Pursuant to these Anti-Corruption Guidelines and in accordance with existing policies and procedures, may sanction/declare a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from any future contract, financially or in any other manner; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider.

5.6. Environmental and Social (ES) Metrics for Progress Reports

5.6.1. Metrics for regular reporting:

- (1) Environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- (2) Health and safety incidents, accidents, injuries that require treatment and all fatalities;

- (3) Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- (4) Status of all permits and agreements:
 - (i) work permits: number required, number received, actions taken for those not received;
 - (ii) status of permits and consents:
 - (a) list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - (b) list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - (c) identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - (d) for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- (5) Health and safety supervision:
 - (i) safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - (ii) number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- (6) Worker accommodations:
 - (i) number of expats housed in accommodations, number of locals;
 - (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - (iii) actions taken to recommend/require improved conditions, or to improve conditions.
- (7) Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- (8) Gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- (9) Training:

- (i) number of new workers, number receiving induction training, dates of induction training;
 - (ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - (iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - (iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- (10) Environmental and social supervision:
- (i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - (ii) Sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - (iii) Community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- (11) Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- (i) Worker grievances;
 - (ii) Community grievances
- (12) Traffic, road safety and vehicles/equipment:
- (i) Traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - (ii) Traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

- (iii) Overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- (13) Environmental mitigations and issues (what has been done):
 - (i) Dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - (ii) Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - (iii) Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - (iv) Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - (v) Spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - (vi) Waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - (vii) Details of tree plantings and other mitigations required undertaken in the reporting period;
 - (viii) Details of water and swamp protection mitigations required undertaken in the reporting period.
- (14) Compliance:
 - (i) Compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - (ii) Compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iii) Compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (iv) Compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - (v) Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of

equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

5.7. Contract Forms

5.7.1. Letter of Acceptance

[letterhead paper of the Employer]

To

Chief Executive Officer/Chairman,

M/s Uralungal Labour Contract Cooperative Society Limited (ULCCS Ltd),

Madappally College Road,

Post – Madappally, Vatakara,

Madappally, Kerala – 673102.

Sir,

Sub: Letter of Acceptance for Wayanad Township Project

Ref:

- 1) G.O. (Ms) No. 2/2025/DMD, dated 15.01.2025.
- 2) Your Proposal for construction of Wayanad Township, vide No. _____ dated _____
- 3) G.O.No. _____, dated _____
- 4) G.O.No. _____, dated _____
- 5) Notice to Proceed _____, dated issued by KIIFCON Private Limited

Please refer to your proposal vide reference second cited.

This is to notify you that your Proposal for execution of the *Wayanad Township Project* for the Contract Price *INR _____ (in words _____)* has been accepted by the competent authority.

You are requested to sign the EPC Contract Agreement as per the prescribed format, within 14 days from the receipt of this LOA.

You are also requested to submit the following before signing of the agreement:

- 1) Schedule of Work Program for design and construction of works including specific deliverables for design, commencement of works, execution of works, erection of equipments and plants, testing, commissioning & handing over, deliverables against ESMP and reporting. The activity breakup shall be submitted month wise, weekly, daily including start date and end date for the preparation of Schedule of Damages to be annexed to the Contract Agreement.
- 2) Schedule of Payment based on expected sequence of completion including identified deliverables at each stage, quantum of output, percentage of payment against the output and detailed description of component wise deliverables.

- 3) Risk assessment and mitigation plan after identifying hazards anticipated during implementation of the Contract.
- 4) Details of Contractor's Personnel to be deployed at site, the organization chart & reporting lines and resume of the personnel.
- 5) Details of equipments to be deployed at site.
- 6) Details of proposed Sub-Contractors if any.
- 7) Any other relevant information.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

5.7.2. Contract Agreement

THIS AGREEMENT made on this _____ day of _____, 2025, between **Disaster Management Department, Government of Kerala** represented by Special Officer for Wayanad Township Project (hereinafter “**the Employer**”), of the one part, and **M/s Uralungal Labour Contract Cooperative Society Limited (ULCCS Ltd)**, represented by Chief Executive Officer/ Chairman (hereinafter “**the Contractor**”), of the other part:

WHEREAS the Employer desires that the Works known as **Wayanad Township Project** should be executed by the Contractor, and has accepted a Proposal by the Contractor for the execution and completion of these Works on EPC/Turnkey basis and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

- (1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- (2) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) Notice to Proceed
 - (b) the Letter of Acceptance
 - (c) the Particular Conditions (Part-5 Conditions of Contract and Contract Forms)
 - (d) the General Conditions (“Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017, reprinted 2022 with amendments” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC))
 - (e) the Employer’s Requirements (Part-2 Employer’s Requirements & Part-3 Technical Specification and Standards)
 - (f) the completed Schedules
 - (g) the Proposal of the Contractor, and
 - (h) any other documents forming part of the Contract including, but not limited to:

- (3) In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (4) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Appendix 1: Schedule of Payments

Appendix 2: Schedule of Cost Indexation *[as applicable]*- **Deleted**

Appendix 3: Schedule of Performance Damages *[as applicable]*

Appendix 4: Schedule of Work Program

Appendix 5: Notice to Proceed

5.7.2.1. Appendix 1 – Schedule of Payments

[To be inserted from the submitted proposal of the Contractor. The Schedule of Payments shall be finalized after the tender and before the Award of the work in mutual consultation with the Employer. The decision of the Employer the schedule of payments shall be final and binding on the Contractor.]

5.7.2.2. Appendix 2 – Deleted.

.

5.7.2.3. Appendix 3 - Schedule of Performance Damages¹

The Contractor shall pay to the Employer performance damages as² specified below.

[To be finalized on the basis of the work program submitted by the Contractor]

Performance Damages for Delay and Interruptions

Ref:	Item	Unit <i>[e.g. amount per day, per incident etc.]</i>	Insert amount <i>[either as an amount or as percentage of Contract Price]</i>

Performance Damages for failure to meet Performance Standards

Ref:	Item	Unit <i>[e.g. amount per day, per incident, per unit etc.]</i>	Insert amount <i>[either as an amount or as percentage of Contract Price]</i>	Exclusions (if any)
				<i>[e.g. first failure in Calendar Month]</i>

The performance damages above shall be in addition to any fines that may be imposed on the Contractor by the courts for breach of the terms of the applicable permits, licenses or consents.


¹ The Employer should review and modify this Appendix to suit the specific requirement of the Works being procured.
² Insert currency and amount

5.7.2.4. Appendix 4 - Schedule of Work Program

[As submitted by the Contractor]

5.7.2.5. Appendix 5: Notice to Proceed dated 28th February 2025, Letter from the Contractor dated 7th March 2025 and Amendment to the Notice to Proceed 21st March 2025, Issuance of Interim Work Order prior to execution of EPC Contract dated 19 April 2025, Letter from Contractor dated 21 April 2025, Amendment to Interim Work Order dated 24 April 2025.

11-03-2025



NOTICE TO PROCEED (NTP)
(For Mobilization & Preliminary Works Prior to Full EPC Contract Execution)

KIIFCON/81/2024-APC(01) **Date: 28 Feb 2025**

532
10/03/2025

To,
The Chairman
M/s Uralungal Labour Contract Co-operative Society Ltd
Madappally College Road
Post, Madappally, Vatakara, Madappally,
Kerala 673102

Subject: Notice to Proceed (NTP) – EPC Contract for Township Development at Elstone Estate, Kalpetta, Wayanad District

Ref:

1. Government Order GO(Ms) No 2/2025/DMD dated 15 Jan 2025.
2. Government Order GO(Ms) No 3/2025/DMD dated 28 Feb 2025.

Sir,


1. Purpose of This Notice to Proceed (NTP)

In accordance with the GO first cited above in reference, M/s KIIFCON Private Ltd is designated as the Employer's Representative(ER) / Project Management Consultant (PMC) for the Development of the Township at Elstone Estate, Kalpetta, Wayanad District and M/s Uralungal Labour Contract Co-operative Society Ltd (M/s ULCCS Ltd) has been selected as the Contractor for the Design, Engineering, Procurement, and Construction (EPC) of the Township at Elstone Estate, Kalpetta, Wayanad District. The Employer being the Government of Kerala represented by the Disaster Management Department.

This **Notice to Proceed (NTP)** is issued to M/s ULCCS Ltd prior to the execution of the full EPC Contract to allow the Contractor to undertake mobilization and preliminary works in preparation for the township development at Elstone Estate, Kalpetta comprising approximately 430 Dwelling Units, each dwelling unit on seven cents land.

This NTP is **not a substitute for the full EPC Contract**.

KIIFCON Private Limited
7th Floor, Felicity Square, Statue, M.G. Road, Thiruvananthapuram, Kerala- 695001
CIN: U71999KL2022PTC077405
0471-2780900

www.kiifcon.com  kiifcon@kiifb.org

2. Authorized Scope of Work Under this NTP

The scope of work under this NTP is limited to:

- a) Mobilization of personnel, machinery, and resources to project sites.
- b) Establishment of site offices, temporary storage, and basic infrastructure at both locations.
- c) Geotechnical & topographical surveys, soil testing, and site investigation for planning and detailed engineering.
- d) Coordination with local authorities for necessary clearances (excluding final construction permits).
- e) Preparation & submission of a detailed work schedule, master plan for 430 dwelling units each in seven cents of land including good for construction drawings, detailed estimates, mobilization plan, and resource deployment plan within 14 days. The estimates shall be submitted separately for the following:-
 - (i) Residential Buildings and all other connected infrastructure as well as land development excluding roads and public buildings.
 - (ii) Construction and Development of Road Infrastructure.
 - (iii) Public Buildings.
- f) Procurement of long-lead materials (if required) with prior written approval from KIIFCON.

3. Conditions of This NTP

a) Timeframe

- This NTP is valid for 45 days from the date of issuance.
- The full EPC Contract must be signed within this period, or this NTP will expire automatically unless extended in writing.

b) Cost & Payment Terms

- Payments for work under this NTP shall be made only upon approval of completed tasks as per the milestone schedule.
- The Contractor shall not claim any additional cost or delay compensation due to the issuance of this NTP.

c) Performance Indemnities

- The Contractor assumes all risks and liabilities related to the work performed under this NTP.

- The Employer shall not be liable for any loss incurred if the full EPC Contract is not executed.

d) Termination Rights

- The Employer reserves the right to terminate this NTP at any time without assigning any reason.
- In case of termination, the Contractor will be paid only for the work completed and approved.

4. Next Steps & Contractor Obligations

The Contractor shall:

- Acknowledge acceptance of this NTP within 7 days by signing and returning a copy of this document.
- Submit a mobilization plan and deployment schedule within 7 days of signing this NTP.
- Ensure all activities comply with safety, environmental, and legal regulations.

5. Contact for Coordination

For all NTP-related matters, the Contractor shall coordinate with:

Employer's Representative:

KIIFCON Private Ltd

7th Floor, Felicity Square, MG Road, Statue, Thiruvananthapuram - 695001

Email: wayanadtownship@kiifcon.com


Chief Executive Officer
KIIFCON Private Limited

Acknowledgment & Acceptance by Contractor

We, **M/s ULCCS Ltd**, acknowledge receipt of this **Notice to Proceed (NTP)** and confirm acceptance of the terms and conditions.

For M/s ULCCS Ltd, Chairman
CO-OPERATIVE SOCIETY LTD. No. 15067

For M/s ULCCS Ltd

[Authorized Signatory]

[Designation]

[Date]



196
11-03-2025

**THE URALUNGAL LABOUR CONTRACT
CO-OPERATIVE SOCIETY LTD. NO. 10957**

P.O. Madappally College, Vatakara, Kozhikode, Kerala
PIN: 673102, Tel: +91496 2518200 - 99 [100 Lines]
www.ulccsld.com, E-mail: uralungal@ulccsld.com

10/3/2025
10/3

ULCCS/ENGG/12345/05/2024-25

07.03.2025

To,

The Chief Executive Officer,
KIIFCON Private Limited,
Thiruvananthapuram.

533
10/3/2025
KIIFCON

Sub:- Design and development of a township at Elson estate, Kalpetta for Rehabilitation of the people affected by the Natural Disaster on Wayanad District - Conditional acceptance of Notice To Proceed and Request for amendment - reg:-

- Ref:- 1. Kerala State, Disaster Management Department order G.O (MS) No 2/2025/
DMD Thiruvananthapuram dated 15.01.2025
2. Kerala State, Disaster Management Department order G.O (MS) No 3/2025/
DMD Thiruvananthapuram dated 28.02.2025
3. Notice To Proceed number KIIFC/81/2024-APC(01) dated 28.02.2025

In reference to the previously cited document (3), we have received the Notice to Proceed (NTP) for mobilization and preparatory works prior to the execution of the EPC contract and has been instructed to acknowledge and acceptance by the Contractor.

Further to the discussion held on 04-03-2025 at KIIFCON, we are signing and submitting the NTP under the following conditions:

1. The master plan will be submitted within two weeks.
2. The costing for project components shall be submitted from 3rd week onwards.
3. The Contractor shall be extending their support for stone laying ceremony as part of project preparatory activities mentioned in NTP.
4. The construction of model house shall be undertaken as part of scope of NTP.
5. The land made available to the Contractor for building the model house shall be of encumbrance free.
6. The site establishment and storage shall be made, once the site is handed over to the Contractor.
7. The signing authority has to be assigned for processing the permits and clearances.
8. The mobilization plan and deployment schedule will be submitted within two weeks.

Page 1 of 2



9. The site activities except the model house shall be carried out only after handing over the land and signing of joint site inventory memorandum.

We assure you of our best service at all times.



Thanking you,
Yours faithfully,

Yours faithfully,

CHAIRMAN



Ref No : KIIFC/81/2024-APC(01)

Date: 21st March 2025

To,

The Chairman,
M/s Uralungal Labour Contract Co-operative Society Ltd,
Madappally College Road,
Post: Madappally, Vatakara,
Madappally, Kerala - 673102.

Subject: Acceptance of Response to Notice to Proceed (NTP) – EPC Contract for Township Development at Elstone Estate, Kalpetta, Wayanad District

Ref:

1. Notice to Proceed (NTP) issued vide KIIFC/81/2024-APC(01) dated 28 Feb 2025.
2. Letter from M/s ULCCS Ltd dated 07 March 2025.
3. Meeting held on 18 March 2025 between M/s ULCCS Ltd, KIIFCON, and the Special Officer, Wayanad Township Project.

Dear Sir,

We acknowledge the receipt of your letter dated 07 March 2025, wherein you have accepted the Notice to Proceed (NTP) issued on 28 February 2025, subject to the following conditions:

1. Submission of the Master Plan within two weeks.
2. Submission of costing for the project components from the third week onwards.
3. Support for the stone-laying ceremony as part of project preparatory activities.
4. Construction of a model house as part of the scope of the NTP.
5. Provision of encumbrance-free land for the construction of the model house.
6. Site establishment and storage arrangements to be undertaken post-handover of the site. KIIFC/81/2024-APC(01)-Part(2) I/126381/2025
7. Assignment of the signing authority for processing permits and clearances.
8. Submission of the mobilization plan and deployment schedule within two weeks.
9. Site activities, except for the model house, to commence only after formal handover of the land and signing of the joint site inventory memorandum.

KIIFCON Private Limited

C Block, Feroze Square, Sree M.G. Road, Thiruvananthapuram, Kerala-695001

CIN: U74799KL2022PTC002100

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🌐 www.kiifcon.com

✉ kiifcon@kiifb.org

A meeting was held on 18 March 2025, attended by representatives from M/s ULCCS Ltd, KIIFCON, and the Special Officer, Wayanad Township Project. During this meeting, the conditions put forth by M/s ULCCS Ltd were discussed in detail, and it was agreed that the terms outlined in your letter dated 07 March 2025 are acceptable to KIIFCON and the Special Officer, Wayanad Township Project.

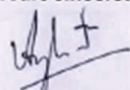
Accordingly, we formally confirm the acceptance of the conditions stated in your letter, and you are requested to proceed with the necessary actions as per the agreed timelines and conditions.

Please ensure timely submission of deliverables as outlined in your response and maintain close coordination with KIIFCON for all matters related to the execution of this NTP.

For any further clarifications, you may contact the undersigned or the designated representative of KIIFCON.

We look forward to your continued cooperation and successful implementation of the project.

Yours sincerely,



Dr. K M Abraham CFA
Chief Executive Officer
KIIFCON Private Ltd



Ref No: KIIFC/81/2025-APC (01)

Date:19-04- 2025

To,
M/s Uralungal Labour Contract Cooperative Society Ltd (ULCCS Ltd)
Madappally College Road, Vatakara,
Kozhikode, Kerala

**Subject: Issuance of Interim Work Order Prior to Execution of EPC Contract for
Wayanad Township Project at Elston Estate, Kalpetta**

Ref:

1. G.O. (Ms) No. 2/2025/DMD dated 15.01.2025 – Nomination of M/s ULCCS Ltd as EPC Contractor
2. Notice to Proceed No. KIIFC/81/2024-APC (01) dated 28.02.2025
3. Contractor's Letter dated 07.03.2025 – Conditional Acceptance of NTP
4. KIIFCON Letter dated 21.03.2025 – Acceptance of Request for Amendment of NTP
5. Contractor's Letter dated 18.04.2025 – Design and Development of a township at Elstone Estate, Kalpetta for Rehabilitation of the people affected by the Natural Disaster on Wayanad District - - Request for Issuance Extension of Work Order

Dear Sir,

In light of the nomination by Government vide reference (1) for the execution of the EPC Contract for development of the Wayanad Township Project and in continuation of the Notice to Proceed issued vide reference (2) above, you are hereby instructed to continue and complete the following activities as part of Interim Works pending

KIIFCON Private Limited

7th Floor, Felicity Square, Nandan, M.G. Road, Thiruvananthapuram, Kerala- 695001

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execution of the EPC Contract for the Wayanad Township Project at Elston Estate, Kalpetta.

This Interim Work Order is issued under exceptional circumstances to ensure critical site activities are not delayed due to procedural timelines involved in contract execution. The work shall be undertaken in accordance with the scope defined below and shall be regularised under the EPC Contract upon its signing.

1. Scope of Interim Works:

- Setting out of the Master Plan on ground and development of the access roads to the site.
- Completion of model house and associated infrastructure.
- Establishment of site office, storage sheds, and temporary utilities.
- Preparation and submission of:
 - Detailed Master Plan for 410 dwelling units.
 - Good For Construction Drawings, Detailed Estimates.
 - Mobilisation and Deployment Schedule.
- Support activities for upcoming monsoon preparedness including earthworks and drainage alignment.
- Coordination with Employer's Representative (KIIFCON), the setting up of RFI (Request for Inspection) systems and Quality Assurance protocols.

2. Conditions:

- This Interim Work Order does not constitute the full Contract Agreement and is limited to the scope above.
- All works executed shall be measured, recorded, and certified for payment post regularization.
- All survey activities and recording of levels required as per regulations in vogue will be ensured.
- The payment for the works executed under this Work Order shall be included in the Contract Price of the EPC contract currently under finalization. However, if it becomes necessary to make separate payment for these works due to whatsoever reasons, the Contractor shall maintain and submit

contemporaneous records of all materials, manpower, and machinery procured and deployed at site, on a daily basis, to the Employer's Representative (KIIFCON) for the purpose of determining the actual cost of the works executed.

- No claims for works beyond the scope shall be entertained unless authorised in writing.
- This order shall remain valid until 10th May 2025 or until the execution of EPC Contract, whichever is earlier.

3. Reporting:

The Contractor shall submit weekly updates of progress and coordinate all technical matters with the Employer's Representative.

Yours faithfully,



Chief Executive Officer
KIIFCON Pvt Ltd

ACKNOWLEDGEMENT BY CONTRACTOR

We hereby acknowledge receipt of the Interim Work Order and confirm that we shall undertake the activities as specified, within the terms and conditions outlined herein.

For M/s ULCCS Ltd

[Authorized Signatory]

Name:

Designation:

Date:



**THE URALUNGAL LABOUR CONTRACT
CO-OPERATIVE SOCIETY LTD. NO. 10957**

P.O. Madappally College, Vatakara, Kozhikode, Kerala
PIN: 673102, Tel: +91496 2518200 - 99 [100 Lines]
www.ulccsltd.com, E-mail: uralungal@ulccsltd.com

ULCCS/ENGG/12345/11/2024-25

21.04.2025

To,

The Chief Executive Officer
KIIFCON Private Limited
7th floor, Felicity Square, Statue, M.C. Road,
Thiruvananthapuram, Kerala- 695001.

Sir,

Sub: - Design and development of a township at Elson estate, Kalpetta for
Rehabilitation of the people affected by the Natural Disaster on Wayanad District
- Acknowledgement of Work Order – reg:-

- Ref:- 1. Kerala State, Disaster Management Department order G.O (MS) No 2/2025/
DMD Thiruvananthapuram dated 15.01.2025
2. Kerala State, Disaster Management Department order G.O (MS) No 3/2025/
DMD Thiruvananthapuram dated 28.02.2025
3. KIIFCON Letter No. KIIFC/81/2024-APC(01) received from 28.02.2025
4. KIIFCON letter No. KIIFC/81/2024-APC(01) dated 21.03.2025
5. KIIFCON letter No. KIIFC/81/2025-APC(01) dated 19.04.2025

Vid ref (1) & (2) we have been entrusted with the above mentioned work, and we have received the Work Order vid ref (5). We hereby acknowledge the Work Order.

With only few days remaining until the onset of the monsoon, it is expected that the EPC documents will be finalized by the first week of May. Therefore It is requested to amend the scope of the work order including the construction of residential buildings in the 2 clusters of zone 1 and the rectification/ modification work for the buildings selected for the community centre and labour accommodation.

Thanking you and assuring our best service and co-operation.



Thanking you,
Yours faithfully,

CHAIRMAN





Ref No: KIIFC/81/2025-APC(01)

Date: 24-04-2025

To,
M/s Uralungal Labour Contract Cooperative Society Ltd (ULCCS Ltd)
Madappally College Road, Vatakara,
Kozhikode, Kerala

Subject: Amendments to Interim Work Order Ref No. KIIFC/81/2025-APC (01) dated 19.04.2025 – Additional Scope and Clarifications

Ref:

1. KIIFCON Interim Work Order No. KIIFC/81/2025-APC(01) dated 19.04.2025
2. Contractor's Letter dated 21.04.2025 (Ref No. ULCCS/ENG/12345/11/2024-25)

Dear Sir,

Based on the review of Interim Work Order and subsequent discussions at site, the following **additions/amendments are hereby notified** to the Interim Work Order issued vide reference (1) above. These changes are to be **read in conjunction with the original Interim Work Order**.

Amendments to Scope and Terms

In Paragraph 1 (Scope of Interim Works):

- **Sub-Para 1:**
For: "Setting out of the Master Plan on ground and development of the access roads to the site."
Read: "Correlating the layout of the approved Master Plan on ground and development of access roads to the site, in accordance with the sequence of construction of residential buildings."
- **Add the following after Sub-Para 6:**
 - "• Detailed assessment of the shifting of all existing utility services for the execution of the project including preparation of a report and the associated drawings for taking up case with concerned departments."
 - "• Construction of residential buildings in the same residential cluster as the model house of the master plan and the three clusters nearby."
 - "• Rectification/modification work to the tea factory building for enabling temporary labour accommodation."

KIIFCON Private Limited

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- **In Paragraph 2 (Conditions):**

- **Sub-Para 4:**

For: "• The payment for the works executed under this Work Order shall be included in the Contract Price of the EPC contract currently under finalization. However, if it becomes necessary to make separate payment for these works due to whatsoever reasons, the Contractor shall maintain and submit contemporaneous records of all materials, manpower, and machinery procured and deployed at site, on a daily basis, to the Employer's Representative (KIIFCON) for the purpose of determining the actual cost of the works executed."

Read: "• The payment for the works executed under this Work Order shall be included in the Contract Price of the EPC contract currently under finalization. Payments shall be made based on the certification by Employer's Representative (KIIFCON) and according to the terms, which will be finalized in the EPC contract."

- **Sub-Para 6:**

For: "This order shall remain valid until 10th May 2025 or until the execution of EPC Contract, whichever is earlier."

Read: "This order shall remain valid until 15th May 2025 or until execution of EPC Contract, whichever is earlier."

These amendments are issued to clarify and regularize the current site activities in view of pre-monsoon urgency and anticipated EPC agreement finalization.

Please acknowledge receipt and acceptance of these additions and clarifications.

Yours faithfully,



Chief Executive Officer
KIIFCON Private Limited

Acknowledgement by Contractor

We acknowledge receipt of the amendment letter and confirm inclusion of the aforementioned additions to the scope of works and conditions outlined in the Interim Work Order.

For M/s ULCCS Ltd

[Authorized Signatory]

Name:

Designation:

Date:

Copy to:-

1. Principal Secretary, Disaster Management Department, Government of Kerala
2. Special Officer Wayanad Township Project

5.7.3. Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

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

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (₹) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (₹)¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Contract Price, less provisional sums, has been certified for payment, or on the ____ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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

5.7.4. Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: ____ *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money]*, is to be made against a Retention Money guarantee.

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the

¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money, in a freely convertible currency acceptable to the Beneficiary.*

second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

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

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

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the expiry date, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

Note to the Contractor:

The minimum content of the form as set out by the Employer shall not be substantially modified. However, the Contractor may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Contractor shall initial and submit the Code of Conduct form as part of its proposal.

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

- (1) **Examples of sexual exploitation and abuse** include, but are not limited to:
- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
 - A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
 - A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
 - A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
 - A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
- (2) **Examples of sexual harassment in a work context**
- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
 - When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
 - Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
 - A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.
