

GOVERNMENT OF HIMACHAL PRADESH

**HIMACHAL PRADESH STATE ROADS TRANSFORMATION
PROJECT (HPSRTP)**

REQUEST FOR BIDS NO: IN-HPRIDC -144270-CW-RFB

NATIONAL OPEN COMPETITIVE PROCUREMENT
(Two-Envelope Bidding Process with e-Procurement)

NAME OF WORK	:	UPGRADATION OF RAGHUNATHPURA MANDI 6 HARPURA 6 BHARARI ROAD IN BILASPUR DISTRICT FROM KM 0/000 TO 2/740
PERIOD OF SALE OF BIDDING DOCUMENT	:	FROM : SEPTEMBER 13, 2021 TO : OCTOBER 21, 2021
TIME AND DATE OF PRE-BID MEETING	:	DATE: SEPTEMBER 28, 2021 TIME 11: 00 HOURS (IST)
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	DATE: OCTOBER 21, 2021 TIME 15:00 HOURS (IST)
TIME AND DATE OF OPENING OF BIDS 6 TECHNICAL PART	:	DATE: OCTOBER 21, 2021 TIME 15:30 HOURS (IST)
PLACE OF OPENING OF BIDS	:	Chief Engineer-cum-Project Director, State Roads Project, HPRIDC, Nirman Bhawan, Nigam Vihar, Shimla-171002 Himachal Pradesh (India)
OFFICER INVITING BIDS	:	Chief Engineer-cum-Project Director State Roads Project, HPRIDC

August 2021

**PUBLIC WORKS DEPARTMENT,
GOVERNMENT OF HIMACHAL PRADESH**

AND

**HIMACHAL PRADESH ROAD AND OTHER INFRASTRUCTURE
DEVELOPMENT CORPORATION (HPRIDC),**

**HIMACHAL PRADESH STATE ROAD TRANSFORMATION
PROJECT (HPSRTP)**

NAME OF THE CONTRACT:

**UPGRADATION OF RAGHUNATHPURA MANDI – HARPURA –
BHARARI ROAD IN BILASPUR DISTRICT
FROM KM 0/000 TO 2/740**

**BIDDING DOCUMENT
(NATIONAL OPEN COMPETITIVE PROCUREMENT)**

Volume -1

PART 1	:	BIDDING PROCEDURES
Section I	:	Instruction to Bidders (ITB)
Section II	:	Bid Data Sheet (BDS)
Section III	:	Evaluation & Qualification Criteria
Section IV	:	Bidding Forms (Except Financing Part . Ref Volume-2)
Section V	:	Eligible Countries
Section VI	:	Bank Policy- Corrupt and Fraudulent Practices
PART 2	:	WORKS REQUIREMENTS
Section VII	:	Refer Volume -3 & Volume -4
PART 3	:	CONDITIONS OF CONTRACT
Section VIII	:	General Condition (GC)
Section IX	:	Particular Condition (PC)
Section X	:	Contract Form

REQUEST FOR BIDS

(RFB)

CHECK LIST FOR SUBMISSION OF BID (MANDATORY)

Form	Type of Form	Attach: Say Yes/ No	
Document	Bid Securing Declaration in accordance with clause 19.1 of ITB		
Document	i) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3.		
Document	ii) Original payment documents towards the cost of bid document		
Document	iii) Original affidavit regarding correctness of information furnished with bid document		
Document	vi) Copy of GST Registration certificate		
Document	vii) Contractor Registration certificate on e-procurement system as per RFB, if applicable		
Document	viii) EPF Registration		
	Letter of Bid ó Technical Part		Signed & Stamped: Yes/No
	Letter of Bid ó Financial Part (Volume-2)		Signed & Stamped: Yes/No
PER -1	Key Personnel Schedule		
PER-2	Resume and Declaration (Key Personnel)		
	Equipment		
	Site Organization		
	Mobilization Schedule		
	Construction Program (GCC Clause 26.1)		
	Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price <i>(for each the qualifications and experiences on the identified subcontractor in the relevant field should be given</i>		
	Bidder's Qualification		
ELI -1.1	Bidder Information form		
CON -2	Historical Contract Non-Performance, Pending Litigation and Litigation History		

CON -3	Environmental, Social, Health, and Safety Management (Performance Declaration)		
CCC	Current Contract Commitments / Work in progress		
FIN -3.1	Financial Situation and Performance		
FIN -3.2	Average Annual Construction Turnover along with JV turnover data if any		
FIN -3.3	Financial Resources		
EXP 4.1	General Construction Experience		
EXP 4.1 (a)	Specific Construction and Contract Management Experience		
EXP 4.1 (b)	Construction Experience in Key Activities		
	Declaration regarding tax/duty exemption for material/construction equipment.		
	Bid Securing Declaration		
The Bidder shall prepare below documents in such a manner which explains bidder's clear view on these aspects as these shall be amended as per comments of Employer given in letter of acceptance.			
	Construction Methodology		
	Quality Assurance & Quality Control (GCC Clause 32)		
	Environmental, Social, Health, and Safety Management (ESHS) Strategies and Implementation Plans/ESMP		
	Code of Conduct (ESHS)		
	ESHS Metrics reporting		
	Penalty Schedule for Non Compliance for C-ESMP		

**GOVERNMENT OF HIMACHAL PRADESH
HIMACHAL PRADESH STATE ROADSTRANSFORMATION
PROJECT (HPSRTP)**

**REQUEST FOR BIDS (RFB)
E-Procurement Notice
(Two-Envelope Bidding Process with e-Procurement)**

NATIONAL OPEN COMPETITIVE PROCUREMENT

Name of Project: Himachal Pradesh State Roads Transformation Project (HPSRTP)

Contract Title: Upgradation of Raghunathpura ó Mandi ó Harpura ó Bharari Road in Bilaspur District from km 0/000 to km 2/740

Loan No.: 9066-IN

RFB Reference No.: IN-HPRIDC-144270-CW-RFB

Date: SEPTEMBER 13, 2021

1. The Government of India has received financing from the World Bank toward the cost of the **Himachal Pradesh State Roads Transformation Project (HPSRTP)** and intends to apply part of the proceeds toward eligible payments under the contract for construction of works as detailed below.
2. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's Procurement Regulations for IPF Borrowers, Fourth Edition, November 2020 (Procurement Regulations), and is open to all Bidders as defined in the Procurement Regulations.
3. The Himachal Pradesh Road and Other Infrastructure Development Corporation Limited (HPRIDC), Government of Himachal Pradesh (*implementing agency*) now invites online Bids from eligible Bidders for the construction of works detailed below in the table. The bidders may submit bids for any or all of the works indicated therein. Interested bidders may obtain further information and inspect the bidding document at the address given below during office hours. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III ó Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the Procurement Regulations setting forth the World Bank's policy on conflict of interest.
4. The bidding document is available online on <https://hptenders.gov.in> from September 13, 2021, to October 21, 2021 for a non-refundable fee as indicated in the table below, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Shimla in favour of The Chief Engineer Cum Project Director, HPRIDC payable at Shimla (Payment documents are to be submitted as per the procedure described in paragraph 9 below).

Bidders will be required to register on the website. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

5. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://hptenders.gov.in>.
6. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://hptenders.gov.in> on or before 15:00 hrs (IST) on October 21,2021 and the Technical Part of the bids will be publicly opened online on the same day at 15:30 hrs (IST), in the presence of the bidders designated representatives who wish to attend. The Financial Part shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
7. All Bids must be accompanied by a Bid Securing Declaration shall be given as per forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of bid security is described in ITB 19.
8. The bidders are required to submit (a) original payment documents towards the cost of bid document; and registration on e-procurement website; (b) original bid securing declaration in approved form; and (c) original affidavit regarding correctness of information furnished with bid document with The Chief Engineer Cum Project Director, HPRIDC, Nigam Vihar Shimla-171 002 before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
9. A pre-bid meeting will be held on September 28,2021 at 11:00 hours IST at the office of The Chief Engineer cum Project Director, HP State Roads Transformation Project (HPSRTP) to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of Instructions to Bidders of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.
10. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders responsibility to verify the website for the latest information related to this bid.
11. The address for communication is as under: The Chief Engineer cum Project Director, HP State Roads Transformation Project (HPSRTP)

Street Address: Nirman Bhawan ,Nigam Vihar
City: Shimla, Himachal Pradesh

TABLE

Package No	Name of Work	Bid Security * (Rs.)	Cost of Document (Rs.) plus GST	Period of Completion	Estimated Cost (INR)
1	2	3	4	5	6
Package - 4	Upgradation of Raghunathpura ó Mandi ó Harpura ó Bharari Road in Bilaspur District from km 0/000 to km 2/740	Bid security declaration	5,000/- plus GST	18 Months	29.50 Crores

-sd-

Chief Engineer-cum-Project Director,
State Roads Project, HPRIDC,
Nirman Bhawan, Nigam Vihar,
Shimla-171002 Himachal Pradesh (India)
Telephone number +91-117-2627602
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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Worksø Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.

1.2 Throughout this bidding document:

- (a) the term òin writingö means communicated in written form (e.g. by mail, e-mail, and fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, òsingularö means òpluralö and vice versa;
- (c) òDayö means calendar day, unless otherwise specified as òBusiness Dayö. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrowerø official public holidays; and
- (d) òESHSö means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called òBorrowerö) **specified in the BDS** has received or has applied for financing (hereinafter called òfundsö) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called òthe Bankö) in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods,

equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WB's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- i) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii) receives or has received any direct or indirect subsidy from another Bidder; or

- iii) has the same legal representative as another Bidder; or
 - iv) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - v) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - vi) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation;
 - vii) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - viii) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may

be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WB's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 Not used
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligible Materials, 5.1 The materials, equipment and services to be supplied under the

Equipment and Services

Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the E-Procurement Notice, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the E-Procurement Notice shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Employer online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period **specified in the BDS**. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.

- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. The addenda will appear on the e-procurement system under "Latest Corrigendum", and Email notification is also automatically sent to those bidders who have started working on the tender, unless otherwise **specified in the BDS**. The Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to this bid.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the**
- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted

Bid

simultaneously.

11.2 The Technical Part shall contain the following:

- (a) **Letter of Bid– Technical Part** prepared in accordance with ITB 12 and ITB 14;
- (b) **Bid Security** in accordance with ITB 19.1;
- (c) **Alternative Bid – Technical Part**, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;
- (e) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;
- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;
- (g) **Conformity:** a technical proposal in accordance with ITB 16;
- (h) **Construction methodology** as detailed in Para 1.1 of Section III Evaluation Criteria;
- (i) Contractor Registration certificate (as per RFB); and
- (j) Any other document and schedules **required in the BDS.**

11.3 The **Financial Part** shall contain the following:

- i) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- ii) **Completed Schedules** including priced Bill of Quantities in accordance with ITB 12 and ITB 14, as **specified in BDS;**
- iii) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13; and
- iv) Any other document **required in the BDS.**

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be

declared non-responsive.

11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.6 The Bidder shall furnish in the Letter of Bid ó Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Process of Bid Submission

12.1 The Letter of Bid ó Technical Part, Letter of Bid ó Financial Part, Schedules including Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

12.2 Entire Bid including the Letters of Bid and filled-up Bill of Quantity shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB Clauses 11 and 12.3 should also be uploaded on this website.

12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copies of rest of the bid or any other document are not to be submitted.

13. Alternative Bids

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid 'Financial Part and in the Schedules including Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV - Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Corrections if any, in the bid can be carried out by editing the information before electronic submission on e-procurement portal.
- 14.3 The price to be quoted in the Letter of Bid 'Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid 'Financial Part in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable

to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.

- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
- 14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Contractor when in need and duly certified by the Project Manager.

No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.

If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/duty exemption for materials/construction equipment or compensation on withdrawal of any variations to

- the said exemptions will be treated as non-responsive and rejected.
- Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.
- 15. Currencies of Bid and Payment** 15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.
- 16. Documents Comprising the Technical Proposal** 16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder** 17.1 To establish Bidders' eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid's Technical Part, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 18. Period of Validity of Bids** 18.1 Bids shall remain valid for 90 days or for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract

price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**;
- (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its Bid, a Bid Security as **specified in the BDS**, in original form, and for the amount **specified in the BDS**.

19.2 Not used.

19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India;
- (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
- (c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India;
- (d) another security **specified in the BDS**,

In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB 19.3 shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS)

Performance Security pursuant to ITB 50.

19.6 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 50.

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or
- (c) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB 49; or
 - (ii) Furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 50.

19.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business.

20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so

as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.

- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Online Submission and Opening of Bids

21. Preparation of Bids

- 21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
- 21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 21.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

- 22. Deadline for Submission of Bids**
- 22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time **specified in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.7.

E. Public Opening of Technical Parts of Bids

- 25. Public Opening of Technical Parts of Bids**
- 25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be

declared non-responsive and will not be opened. Thereafter, bidders names, the presence or absence of a Bid Security, if one was required, alternative bids or technical parts, if any, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

- 25.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and technical parts of Alternative Bids if any, that are opened at technical Bid opening shall be considered further for evaluation.

F. Evaluation of Bids – General Provisions

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45. In cases where ITB 45 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 47.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.

- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 29. Nonmaterial Nonconformities**
- 29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid which does not constitute a material deviation, reservation or omission.
- 29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner **specified in the BDS**.

G. Evaluation of Technical Parts of Bids

- 30. Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**
- 31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is

one that:

(a) if accepted, would:

- (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (ii) Limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works Requirements have been met without any material deviation, reservation or omission.

31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidder

32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

33. Subcontractors

- 33.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 33.2 The subcontractors' qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as **Specialized Subcontractors** in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

H. Public Opening of Financial Parts of Bids**34. Public Opening of Financial Parts**

- 34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
- i) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
 - ii) their Financial Part of Bid shall not be opened; and
 - iii) notify them of the date, time, and location for public opening of Financial Parts of the Bids.
- 34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
- i) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
 - ii) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
 - iii) notify them of the date, time and location for public opening of the Financial Parts of the Bids, **as specified in the BDS**.
- 34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of

the Bids shall be opened publicly in the presence of Bidders designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidders names, the Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

- 34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, and discounts that are opened at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

35. Evaluation of Financial Parts

- 35.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

- 35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract

combinations, including any discounts offered in the Letter of Bid ó Financial Part, is specified in Section III, Evaluation and Qualification Criteria

36. Correction of Arithmetical Errors

36.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1 shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.

37. Conversion to Single Currency

37.1 Not used.

38. Margin of Preference

38.1 Not applicable.

39. Comparison of Financial Parts

39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.

40. Abnormally Low Bids

40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding

- document.
- 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 41. Unbalanced or Front Loaded Bids**
- 41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses (with breakdown of unit rates) to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 41.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate:
- i) accept the Bid without any additional Performance Security; or
 - ii) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the Contract Price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or
 - iii) reject the Bid if the risk cannot be mitigated through additional performance security.
- 42. Most Advantageous Bid**
- 42.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) The lowest evaluated cost.
- 43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 43.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 44. Standstill Period**
- 44.1 Standstill Period shall not apply.

[Note 1: where it is proposed to permit Standstill Period, incorporate

all changes as indicated in Attachment 1 at the end of this document.

Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank].

- 45. Notice of Intention to Award** 45.1 Not used.

J. Award of Contract

- 46. Award Criteria** 46.1 Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42.
- 47. Notification of Award**
- 47.1 Prior to the expiration of the Bid Validity Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
 - (e) The name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
- 47.3 The Contract Award Notice shall be published on <http://hptenders.gov.in> or <http://himachalservices.nin.in/hpridc/>
- 47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 48. Debriefing by the** 48.1 Not used.

Employer**49. Signing of Contract**

- 49.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
- 49.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB Clause 50 and revised construction methodology; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement alongwith the bid; and (c) shall sign, date and return the Agreement to the Employer alongwith the documents stated at (a) and (b) above.

50. Performance Security

- 50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms. The performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid

Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.

51. Adjudicator

- 51.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily fee **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The number of the Request for Bids is: IN-HPRIDC-144270-CW-RFB</p> <p>The Employer is: Governor of Himachal Pradesh through The Chief Engineer cum Project Director, State Road Project, HPRIDC, India.</p> <p>The reference number of the Request for Bids (RFB) is: IN-HPRIDC-144270-CW-RFB</p> <p>The name of the RFB is Up gradation of Raghunathpura ó Mandi ó Harpura ó Bharari Road in Bilaspur District from km 0/000 to km 2/740</p> <p>The number of lots (contracts) comprising this RFB is: 01 and its identification is : Up gradation of Raghunathpura ó Mandi ó Harpura ó Bharari Road in Bilaspur District from km 0/000 to km 2/740</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	<p>The Borrower is: Government of India.</p> <p>Loan or Financing Agreement amount: US\$ 82Millions</p> <p>The name of the Project is: Himachal Pradesh State Roads Transformation Project</p>
ITB 4.1	Bids from Joint ventures are not acceptable.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>Electronic –Procurement System</p> <p>The e-procurement Bidding process as under:</p> <p>The Bid document is available online and bid should be submitted in online mode on website https://hptenders.gov.in.</p> <p>Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in HPPWD may obtain the same from the website: https://hptenders.gov.in Digital signature is mandatory to participate in the-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender</p>

	<p>For clarifications:</p> <p>The Chief Engineer cum Project Director, State Roads Project, HPRIDC Address: Nirman Bhawan, Nigam Vihar City: Shimla, Himachal Pradesh</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place. Date: September 28, 2021 Time: 11:00 hrs. (IST) Place: The Chief Engineer cum Project Director, State Road Project (HPRIDC) Address: Nirman Bhawan, Nigam Vihar City: Shimla, Himachal Pradesh</p>
ITB 7.5	<p>Replace the entire clause of ITB 7.5 with following: The Bidder is requested, to submit any questions only through the e-mail ID pdsrp-hp@nic.in, on or before pre-bid meeting date. Further bidder is allowed to submit any queries on the pre-bid meeting date as well.</p>
ITB 7.6	<p>Replace the first sentence of clause ITB 7.6 with following: Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on http://himachalservices.nic.in/hpridc/HPSRTP.html and also sent through e-mail id if it is made available to the Employer.</p>
ITB 8.2	<p>Replace the second sentence second half of clause ITB 8.2 with following: Email notifications shall not be sent automatically to the bidders. The addenda will be uploaded on the e-procurement system under 'Latest Corrigendum', and on official website of HPRIDC under http://himachalservices.nic.in/hpridc/HPSRTP.html</p>
C. Preparation of Bids	
ITB 11.2 (j)	<p>I) Code of Conduct (ESHS)</p> <p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, laborers and other employees at the Work Sites or other places where the Works are being carried out, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>Comprehensive and concise Environmental, Social, Health and Safety</p>

Management Strategies and Implementation Plans including Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations including compliance with applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the -Environmental and Social Commitment Planø and -Environment and Social Management Planø of the project under the contract.

The Contractor shall implement the agreed Code of Conduct.

II) Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks

These plans need to be prepared in accordance of the bidderø primary understanding of the bid and the disclosed Environment and Social Impact Assessment (ESIA) and ESMP. However, the winner bidder will prepare more specific plans of the below requirements in accordance with the work methodology and ESIA&ESMP and will submit to the employer before commencement of the work.

- Bidder will submit Environmental and Social Performance Declaration Form based on the bidderø past five yearsøexperience
- Detail management strategy to offset project risks associated with environmental and social clearances/NOCs/permits/approvals applicable for project implementation vis-a-vis opening of quarry or borrow pit, muck disposal site, establishment of plants, hiring of labour etc.
- Labour management procedure to address issues of labour in project;
- Labour influx management plan;
- Occupational Health & Safety plan to maintain safe working environment and workplace including SEA & GVB aspect;
- Hazardous and non-hazardous waste management plan;
- Muck disposal site management and restoration plan
- Projectø -specific water useø and -water balanceøanalysis and water conservation and management plan to prevent contamination and stressing of existing water sources;
- Community health and safety plan to minimize risk from exposure to, but not limited to air, water, noise and soil pollution;
- Emergency response plan to respond to accident and natural calamity at project site;
- Traffic Management and Road Safety Plan to ensure safety and undisturbed traffic movement of local communities from construction traffic;
- Biodiversity management plan to minimize construction impacts;
- Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;

	<ul style="list-style-type: none"> • Chance Find Procedure Plan to ensure early notification for any archeological and geological findings of historical or archeological importance • Response and progress reports to address actions stated in the project's GBV risk mitigation plan.
ITB 11.2 (k)	<p>Add ITB 11.2 (k) after ITB 11.2 (j)</p> <p>The Bidder shall submit the following additional documents in its Bid:</p> <p>(i) Copy of GST Registration certificate</p> <p>(ii) Contractor Registration certificate on e-procurement system as per RFB, if applicable</p> <p>(iii) EPF Registration</p>
ITB 11.3 (ii)	The priced Bill of Quantities shall be submitted with the bid as part of financial proposal.
ITB 11.3 (iv)	The Bidder shall submit the following additional documents in its Bid: Nil
ITB 12	Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	<p>For submission of original documents, the Employer's address is:</p> <p>Attention: The Chief Engineer cum Project Director, State Roads Project, HPRIDC.</p> <p>Address: Nirman Bhawan, Nigam Vihar</p> <p>City: Shimla, Himachal Pradesh</p> <p>PIN/Postal Code: 171002</p> <p>Country: India</p>
ITB 12.3	<p>Hard copy submission/original document submission:</p> <p>(i) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3.</p> <p>(ii) Original payment documents towards the cost of bid document</p> <p>(iii) original affidavit regarding correctness of information furnished with bid document</p>
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.3	Not Applicable
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable

ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.7	Add at the end of the paragraph The bidder's quoted unit rate and prices shall be inclusive of compliance of ESHS measures (MSIP and ESMP / C-ESMP) exclusive of those included in Bill No. 11
ITB 18.1	The Bid validity period shall be 120 days.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor: 3% per annum.
ITB 19.1	The Bidder shall furnish in the form of Bid Securing Declaration; The bid security declaration shall be submitted as per the Bid Security Form available in Section IV, Bidding Forms.
ITB 19.3 (d)	The bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date. Any BID not accompanied by the BID Securing Declaration shall be summarily rejected by the Authority as non-responsive
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: legally enforceable valid power of attorney duly attested by a Notary.
D. Online Submission and Opening of Bids	
ITB 21.1	Class of DSC required is: Class 6II Bidders shall submit their Technical and Financial bids online on the e-procurement system.
ITB 22.1	Bidders have to submit their bids electronically. The bidding under this contract is electronic bid submission through website https://hptenders.gov.in . Detail guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under http://hptenderes.gov.in is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The electronic bid submission procedure is described below: To participate in the bidding, the Bidder should enrol in the e-procurement Portal https://hptenders.gov.in 1. Refer to 'Bidders Manual KIT' in the portal for enrolment. After successful enrolment/registration, the chosen 'Login ID' and password are sent to registered mail ID of the Bidder. 2. The bidder should have a valid Class-II (or above) Digital Signature Certificate (DSC) with signing in certificate to participate in the bid. The DSC can be procured from the licensed vendors approved by CCA by

	<p>making an application along with required documents. The procedure for obtaining DSC by foreign bidders is given in "Downloads" in the above site in the table "Downloads - Open Source Software Link" at Sno.12. The bidder is advised to install the prerequisite software viz., PDF Creator, PDF Reader, DSC driver, JRE for participating in the bid.</p> <p>3. Bidder shall logon to the Portal by entering Login ID and Password. The DSC (Card/E-token) should then be connected to the Computer. Secure by clicking on "Login" and enter PIN number. Then click on "Search Active Tenders" with required keyword. A message "Matched Found with number of tenders will be displayed. By selecting the bid intending to participate and clicking on "Save" the bid will be added to "My Tenders". Click on "View" to get the details about the bid. Download all the documents from the "work Item Document" like BOQ, bid document, drawings etc.,</p> <p>4. Collect and keep ready all the documents required for participating in bid as mentioned in the downloaded bid document. Click on "Pay Offline" and select "I Agree" to participate in the BID. Enter Bid Securing Declaration details etc., By clicking on "Encrypt and Upload" a template with Folder Icon-Fee/PreQual/Technical/Financial will be displayed. Bidder can then upload Technical/Financial Bid Document.</p> <p>Note: i) The file name of the downloaded BOQ should not be changed. ii) Special characters like blank space,!,@,#,\$,%,^,&,* are not allowed as File name.</p> <p>5. After successfully uploading the required documents click on "Freeze the Bid Submission". A unique Bid Id will be generated as confirmation of bid submission. The Bid Id can be used by the bidder for future reference. For further details pl. refer to "Bidders Manual KIT" by logging into https://hptenders.gov.in</p>
ITB 22.1	<p>The deadline for uploading online submission of Bids is at https://hptenders.gov.in: Date: October 21,2021 Time: 15:00 hrs (IST)</p>
ITB 22.1	<p>The deadline for submission of hard copy shall be as same as online submission</p> <p>Date and address is as under: Date: October 21,2021 at 15:00 hrs (IST) Address: The Chief Engineer cum Project Director, State Road Project HPRIDC. Address: Nirman Bhawan, Nigam Vihar</p>

	<p>City: Shimla, Himachal Pradesh PIN/Postal Code: 171002 Country: India</p>
ITB 24.1	<p>Bidders shall submit their bids electronically only, the electronic bidding submission procedures shall be: through e-procurement portal only at: https://hptenders.gov.in</p> <p>The process of modification & withdrawal of bid:</p> <ol style="list-style-type: none"> 1. The bidder can withdraw/modify the bid submitted by him previously. However, if a bid is withdrawn, the bidder cannot participate in the bid again. 2. After entering with the Login ID and Password, the bidder can modify or resubmit the bid for any number of times till the last date of submission by clicking on the option “My bid”. The list of bidders which the bidder participated previously are displayed here with the bid ID. 3. Each Bid ID has a corresponding “Action” column containing the list of icons for Rebid Submission, EMD Resubmission, Tender Fee Resubmission, Financial Bid Resubmission, Bid Withdrawal are displayed. 4. After resubmission, the bidder will get an acknowledgment with Re-Bid Attempts Counter Number for that particular bid. As the bidder attempts further rebid submissions, the Re-Bid Attempts Counter number goes on increasing. 5. In Case of withdrawal of bid, the bidder needs to click the “Withdraw Bid” Icon under “Action” column of respective bid ID in “My Bid” Section. Once the bidder withdraws the bid, he/she cannot participate in the bid again. For further details pl. refer “Bidders Manual KIT” by logging into https://hptenders.gov.in
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The online Bid opening of Technical Parts of Bids shall take place at: Place: Chief Engineer-cum-Project Director, State Roads Project, HPRIDC, Street Address: Nirman Bhawan, Nigam Vihar City: Shimla, Himachal Pradesh PIN/Postal Code: 171002 Country: India Date: October 21, 2021 Time: 15:30 hrs (IST)</p>

F. Evaluation of Bids – General Provisions	
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
G. Evaluation of Bids - Technical Parts	
ITB 33.1	At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 33.2	<i>Not Applicable</i>
ITB 33.3	<p>(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is:25% of the accepted contract amount.</p> <p>(b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. The qualification and experience of the subcontractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>(c) Subcontractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
H. Public Opening of Financial Parts	
ITB 34.2 (iii)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will upload results of technical evaluation and shall notify all Bidders of the date, time, and location of the public opening of Financial Parts.</p> <p>The online bid opening of Financial Parts of Bids shall take place at: The Chief Engineer cum Project Director, State Roads Project, HPRIDC Address: Nirman Bhawan, Nigam Vihar City: Shimla, Himachal Pradesh</p>
I. Evaluation of Bids - Financial Parts	
ITB 40.2	Delete
J. Award of Contract	
ITB 50.1 and 50.2	The successful Bidder shall also be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security of 2% in addition

	to performance security of 5% of accepted contract amount.
ITB 51	<p>The Adjudicator proposed by the Employer is:</p> <p>Name: Sh. S. R. Negi (Retd. Engineer-in-Chief (Project), HPPWD)</p> <p>Address: House No. 511, Sector-4 ,Phase-II, Near DAV School , New Shimla</p> <p>Daily Fee: As per Annexure B1</p> <p>The biographical data of the proposed Adjudicator is as follows:</p> <p>Education: B.E. (Civil), Diploma in Personal Management & Industrial Relation</p> <p>Experience: 41 Years</p> <p>Age: 67</p> <p>Nationality: Indian</p> <p>present position: Retd. Engineer-in-Chief (Project), HPPWD</p>

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factors, methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include

(i) an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, material sourcing, and quality control/ assurance in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Worksø Requirements.

For this purpose the Bidder should also submit:

A detailed note outlining its proposed methodology and program of construction including compliance with the Environmental, Social, Health and Safety (ESHS) obligations under this contract, backed with equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

(ii) an assessment of the details of subcontracting elements of works amounting to more than 10% of the bid price; for each element proposed to be sub contracted furnish details whether the identified Sub-contractor possesses the required qualifications and experiences to execute that element satisfactorily. [Work should not be split into small parts and sub-contracted].

The qualification criteria for subcontractor shall be (Rs. 14.75 crores of annual turnover in last three years.), bidder capacity shall be Rs. 8crores to be calculated as per formula as below

Assessed Available bid capacity = $(A*N*1.5-B)$

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 2020-2021 at the rate of 5% per year), taking into account the completed as well as works in progress).

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

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

Form to be referred for subcontractor is Appendix to Technical Part (Sub Contracting)

1.2 Alternative Technical Solutions for specified parts of Works(ITB

13.4)Not Applicable

1.3 Specialized Subcontractors
Not Applicable**2.1 Qualification Criteria**

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	N/A	N/A	N/A	Forms ELI ó 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	N/A	N/A	N/A	Forms ELI ó 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	N/A	N/A	N/A	Forms ELI ó 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2019.	Must meet requirement ⁷	N/A	N/A	N/A	Form CON-2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
2.2	Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period	Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	N/A	N/A	Form CON-6 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ² since 1 st January 2016	Must meet requirement	N/A	N/A	N/A	Form CON-6 2
2.5	Declaration : Environmental, Social, Health, and Safety	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an	Must make the declaration. Where there are Specialized	N/A	N/A.	N/A	Form CON-3 ESHS Performance Declaration

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

²The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
	(ESHS) past performance	employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ³ .	Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.				
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 11 crore (<i>about 3 months cash flow at peak construction period</i>) for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	N/A	N/A.	N/A	Form FIN 6 3.3

³The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	N/A.	N/A	Form FIN ó 3.1, with attachments
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last financial years 2020-2021, 2019-2020, 2018-2019, 2017-2018, 2016-2017 shall be submitted and must demonstrate the current soundness of the Bidder's financial position	Must meet requirement	N/A	N/A.	N/A	Form FIN ó 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		and indicate its prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR 29.50Crore (Twenty Nine Crores Fifty Lakhs), calculated as total certified payments received for contracts in progress and/or completed within the last financial years 2020-2021, 2019-2020, 2018-2019, 2017-2018, 2016-2017 divided by fiveyears.	Must meet requirement	NA	NA	NA	Form FIN 6 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts (indicate details of acceptable similar works ^{4(a)} in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last five years, starting	Must meet requirement	N/A	N/A	N/A	Form EXP 6 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		1 st April 2016.					
4.2 (a)	Specific Construction & Contract Management Experience	<p>(i) A minimum number of one similar contracts specified below that have been satisfactorily and substantially⁴ completed as a prime contractor, joint venture member⁵, management contractor or sub-contractor⁶ between 1st April 2016 and bid submission deadline:</p> <p>(i) 1 contracts, each of minimum value INR 24Crore;</p> <p>Or</p> <p>(ii) Less than or equal to 2 contracts, each of minimum value INR 14.75Crore, but with total value of all</p>	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a)

⁴ Substantial completion shall be based on 80% or more works completed under the contract.

^{4(a)} Similar works shall mean construction of road works on mountainous roads such as items of bituminous works, cross drainage works and road safety items such as crash barrier, pavement marking with hot applied thermoplastic compound, Retro-Reflective sign boards etc., slope stabilization and retaining walls works, and all other works included in the bid package, bill of quantities or drawings.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

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

⁷ The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		contracts equal or more than INR 29.50Crore.					
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st April 2016 and Application submission deadline, a minimum construction experience in the following key activities successfully completed: i) Earth work in cutting:12,737 cum ii) Bituminous Course:1,930Cum iii) PCC/RCC Concrete: 9,823 Cum iv) WMM / Granular Sub base course: 10,394cum	Must meet requirements	N/A	N/A	N/A	Form EXP ó 4.2 (b)
4.2 (c)	<p>Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to the estimated cost. The available bid capacity will be calculated as under:</p>						

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Assessed Available bid capacity = $(A*N*1.5-B)$ Where, A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 2020-2021 at the rate of 5% per year), taking into account the completed as well as works in progress). N = Number of years prescribed for completion of the works for which bids are invited (period upto 6 months to be taken as half-year and more than 6 months as one year). B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited. Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.					

Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

Key Personnel

Item No.	Position/ specialization	Qualification requirements	Minimum years of relevant work experience
1	Project Manager cum Highway Engineer (1 Number)	Degree in Civil Engg or equivalent & must have worked as project manager for Similar contracts	15
2	Structural Engineer (1 Number)	Degree in Civil Engg or equivalent & must have worked as Bridge Engineer for Similar contracts	10
3	Material Engineer cum Geotechnical Engineer (1 Number)	Degree in Civil Engg or equivalent & must have worked as Material Engineer for similar contracts	8
4	Quantity Surveyor (1 Number)	Degree /Diploma in Civil Engg or equivalent & must have worked as Quantity Surveyor for similar contracts	8
5	Lab Manager /Technicians (1 Numbers)	Degree/Diploma in Civil Engg or equivalent and must have worked in similar contracts	8
6	Mech./Plant & Equipment Engineer (1 Numbers)	Diploma/Degree in Mech. Engg must have worked in similar contracts	5
Suitable experts in the following specializations			
7	Environmental Officer (1 Number)	a) Preferably Post Graduate degree in Environmental Engg/Sciences with having experience in ADB/WB funded Highway /Infra projects (or) b) Graduate in Environmental Engg/ Sciences with having experience in ADB/WB funded Highway /Infra projects	Minimum 8 years in case of infra projects or 5 years externally aided road projects
8	Safety Officer (1 Number)	Graduate in any Discipline with Post Graduate Diploma/ certificate course in Occupational Health & Safety/NEBOSH Training Certificate with experience in infra projects	Minimum 10 years in case of infra projects or 8 years externally aided road projects
9	Social-cum-Community Liaison Officer (1 Number)	Graduate in any Discipline with master in social science / sociology / social work or equivalent with having experience in ADB/WB funded Highway /Infra projects	Minimum 7 years in case of infra projects or 5 years externally aided road projects infra projects

The Bidder must not have in his employment:

[i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the following Government Departments.

[ii] without Government permission, any person who retired as gazetted officer within the last two years.

4. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Dozer D-50-A15 - 200 Cum/hr	1
2	Motor Grader - Engine output above 110HP	1
3	Long arm Hydraulic Excavator - 1.00 Cum	1
4	Vibratory Roller (2 Tandem + 1 Vibro) - Minimum 8-10T static Weight	1
5	Pneumatic Road Roller - 200-300KN	1
6	Smooth Wheeled Roller - 8-10T	1
7	Tipper 610 T	5
8	Water Tanker - 6 KL	2
9	Tractor-Trolley - 50HP	2
10	Ripper - 60 Cum/hr	1
11	Hot Mix Plant (Batch Type) with electronic controls and vibratory screens - Minimum 60 to 90 TPH	1
12	WMM Mixing Plant - Minimum 75 TPH	1
13	Stone Crushing Plant - 175-200 TPH	1
14	Paver Finisher Hydrostatic with sensor control - 100 TPH	1
15	Paver Finisher Mechanical for WMM Work - 100 TPH	1
16	Emulsion Pressure Distributor - 1750 Sqm/Hr	1
17	Mechanical Broom (Power)- 1250 Sqm/hr	1
18	Loader - 1 Cum Bucket	1
19	Concrete batching and mixing plant - 15 to 20 cum/hr.	1
20	Mini smooth wheeled roller - 3-5T	2
21	Mini Vibratory rollers 3-5 T	1
22	Air Compressor - 250 cfm	1
23	Plate Compactor	2
24	Transit Mixer - 3-4.5 cum per hr	3
25	Cranes 60-80 T or capacities, with telescopic arm of Min 25 m length	1
26	Electric Generator 125KVA	1

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

5. Multiple Contracts
Not Applicable

2. Financial Part

2.1 Margin of Preference - Not Applicable

2.2 Multiple Contracts– Not Applicable

2.3 Sustainable procurement(Section VII - Specifications) – Not Applicable

2.4 Alternative Completion Times (ITB 13.2)- Not Applicable

**2.5 Alternative Technical Solutions for specified parts of the Works (ITB 13.4)-
Not Applicable**

2.6 Other criteria(if permitted under ITB 35.1(f)): Not Applicable

Section IV - Bidding Forms

Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

Note: All italicized text is to help Bidders in preparing this form.

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

RFB No.: *[insert number of RFB process]*

Alternative No¹: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Works: Upgradation of road from single lane to two lane having paved shoulder and footpath, construction of 6 CD works, Construction of JETTY, Construction of Retaining/Toe/Breast/Gabion Walls of length 2150m, Shotcreting for length of 150m, 5 Numbers of Junction improvements, Providing street/solar/High Mast lighting at specified locations and other safety items such as guard railing, metal beam crash barriers and other safety items etc
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

¹ Delete if not applicable

- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *and an Environmental, Social, Health and Safety (ESHS) Performance Security*, in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (h) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6²;
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and

Adjudicator: We accept the appointment of *Sh. S. R. Negi (Retd. Engineer-in-Chief (Project), HPPWD)* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed³ as Adjudicator, whose daily fees and biographical data are attached.

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

²Use one of the two options as appropriate

³ In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 51, the replacement should also be proposed from the list of same institution.

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

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

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

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

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

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

Appendix to Technical Part: Personnel

Forms for Personnel

Form PER – 1: Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Officer]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Social-cum-Community Liaison Officer]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Safety Officer]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Appendix to Technical Part

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder

Position [#I]: <i>[title of position from Form PER-1]</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Name:</td> <td style="width: 50%; padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency:<i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 50%; padding: 5px;">Telephone:</td> <td style="width: 50%; padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement [From - To]	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

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Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix to Technical Part: Equipment

Forms for Equipment

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

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

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

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

Appendix to Technical Part

Site Organization

[Insert Site Organization information]

Appendix to Technical Part

Mobilization Schedule

[Insert Mobilization Schedule]

Appendix to Technical Part
Construction Schedule
[Insert Construction Schedule]

Appendix to Technical Part

Construction Methodology

(Refer PCC Part A GCC 2.3 (u))

[insert Construction Methodology – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP), backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated review of completion as per Sectional Completion]

The bidder shall include following for construction methodology as a minimum:

- a) Hill side cutting
- b) Slope stability,
- c) Reuse and recycle of excavated material/waste in road construction,
- d) Bio-engineering/Nature based solutions,
- e) Sanitation and Waste management,
- f) Working near drainage, forest and water bodies
- g) Community & workers safety during construction including GBV & SEA.

Note: This document shall be amended as per comments of employer given in letter of acceptance

Appendix to Technical Part
Quality Control

(Refer PCC Part A GCC 2.3 (u))

[Insert Quality Control Procedures and assurance plans.]

Note: This document shall be amended as per comments of employer given in letter of acceptance

Appendix to Technical Part

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

(Refer PCC Part A GCC 2.3 (u))

- *The contractor while preparing and submitting ESHS-MSIP shall **estimate the cost of implementation of the ESHS-MSIP, and include the price of this as part of the Bills of Quantities** and consider project ESHS documents listed below*
 1. *[The Works Requirements described in Section VII];*
 2. *[Environmental and Social Commitment Plan (ESCP)];*
 3. *[Environmental and Social Impact Assessment (ESIA) and the Environmental and Social Management Plan (ESMP)]*
 4. *[Labour Management Procedure (LMP)];*
 5. *[Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
 6. *[Specify any other relevant document/s]*

Note: This document shall be amended as per comments of employer given in letter of acceptance

Appendix to Technical Part
Code of Conduct: Environmental, Social, Health and Safety
(ESHS)

(Refer PCC Part A GCC 2.3 (u))

The contractor while preparing and submitting Code of Conduct-ESHS shall consider project ESHS documents listed below

1. *[The Works Requirements described in Section VII];*
2. *[Environmental and Social Commitment Plan (ESCP)];*
3. *[Environmental and Social Impact Assessment (ESIA) and the Environmental and Social Management Plan (ESMP)*
4. *[Labour Management Procedure (LMP)];*
5. *GBV Risk Mitigation Plan*

6. *[Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
7. *[Specify any other relevant document/s]*

Appendix to Technical Part

(Refer PCC Part A GCC 2.3 (u))

NON-COMPLIANCE (MSIP-ESMP/C-ESMP)(SCHEDULE - B)

(Refer WORKS REQUIREMENT (SECTION VII PART -C) MANAGEMENT STRATEGIES AND IMPLEMENTATION PLANS (MSIP) TO
MANAGE ESHS RISKS (ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN-ESMP))

Item No	Description of Item No as per (MSIP-ESMP/C-ESMP)	Penalty amount (in Rs)
1	Crushers, Hot-mix Plants and Batching Plants Location as per MSIP-ESMP/C-ESMP of item No. 7	
2	Deployment of Construction Vehicles, Equipment and Machinery as per MSIP-ESMP/C-ESMP of item No. 8	
3	Selection and Management of Borrow Areas as per MSIP-ESMP/C-ESMP of item No. 9	
4	Selection and Management of Quarry and its operations as per MSIP-ESMP/C-ESMP of item No. 10	
5	Arrangement for Construction Water as per MSIP-ESMP/C-ESMP of item No. 11	
6	Labour requirements and Labour Management Procedure as per MSIP-ESMP/C-ESMP of item No. 12	
7	Arrangements for Temporary Land Requirement as per MSIP-ESMP/C-ESMP of item No. 13	
8	Stripping, Stocking and Preservation of Topsoil as per MSIP-ESMP/C-ESMP of item No. 16	
9	Construction Camp Site Offices, Material Stack Yards, Hot Mix Plants, Batch Mix Plants for WMM and Concrete, Workforce Camps Locations - Selection, Design and Lay-out as per MSIP-ESMP/C-ESMP of item No. 17	
10	Earth / Rock excavation and Disposal of Muck/Construction Debris as per MSIP-ESMP/C-ESMP of item No.18	
11	Accessibility as per MSIP-ESMP/C-ESMP of item No. 19	
12	Planning for Traffic Diversions and Detours as per MSIP-ESMP/C-ESMP of item No. 20	
13	Earth from Borrow Areas for Construction as per MSIP-ESMP/C-ESMP of item No. 21	
14	Quarry Operations Crushers as per MSIP-ESMP/C-ESMP of item No. 22	
15	Transporting Construction Materials and Haul Road Management as per MSIP-ESMP/C-ESMP of item No.23	
16	Water requirement of project and sanitation facilities as per MSIP-ESMP/C-ESMP of item No. 24	
17	Vulnerability aspects at all Construction and Operation sites as per MSIP-ESMP/C-ESMP of item No. 25	
18	Occupational Safety, Health, First Aid Facilities and Documenting Safety at all Construction and Operation sites as per MSIP-ESMP/C-ESMP of item No. 26	
19	Floods, drainage including storm water management at Operational areas as per MSIP-ESMP/C-ESMP of item No. 27	

Item No	Description of Item No as per (MSIP-ESMP/C-ESMP)	Penalty amount (in Rs)
20	Water Pollution as per MSIP-ESMP/C-ESMP of item No. 28	
21	Air Pollution as per MSIP-ESMP/C-ESMP of item No. 29	
22	Emission from Construction Vehicles, Equipment and Machineries as per MSIP-ESMP/C-ESMP of item No. 30	
23	Noise Pollution: Noise from Vehicles, Plants and Equipment Construction of Noise barriers at selected sensitive Receptors (Schools and Hospitals) as per MSIP-ESMP/C-ESMP of item No. 31	
24	Waste Management as per MSIP-ESMP/C-ESMP of item No. 32	
25	Occupational Health and Safety of Labours as per MSIP-ESMP/C-ESMP of item No. 33	
26	Traffic and Safety as per MSIP-ESMP/C-ESMP of item No. 34	
27	Informatory Signs and Hoardings as per MSIP-ESMP/C-ESMP of item No. 35	
28	Risk from Electrical Equipment(s) as per MSIP-ESMP/C-ESMP of item No. 36	
29	Loss of land due to landslides resulting from hill cutting activities as per MSIP-ESMP/C-ESMP of item No. 50	
30	Cracks in structures or damage due to construction works e.g. hill cutting activities and/or movement of heavy construction machinery and or due to vibrations caused thereof as per MSIP-ESMP/C-ESMP of item No. 51	
31	Disruption in services due to shifting of utilities such as water supply, transformers, HT/LT lines, electric poles, telephone poles etc as per MSIP-ESMP/C-ESMP of item No. 52	
32	Disruption to access from houses and shops to roads as per MSIP-ESMP/C-ESMP of item No. 53	
33	Differential impacts on vulnerable and disadvantaged population as per MSIP-ESMP/C-ESMP of item No. 54	
34	Dust emissions during construction leading to impacts on crops and trees as per MSIP-ESMP/C-ESMP of item No. 55	
35	Likelihood of increased accidents due to road widening (including at sensitive receptor locations such as schools, hospitals) as per MSIP-ESMP/C-ESMP of item No. 56	
36	Possibility of GBV (gender-based violence) arising due to influx of migrant labor/construction workers as per MSIP-ESMP/C-ESMP of item No. 57	
37	Likelihood of spread of HIV/AIDS among construction workers and roadside community as per MSIP-ESMP/C-ESMP of item No. 58	
38	Bio-diversity Management as per MSIP-ESMP/C-ESMP of item No. 38	
39	Environmental Monitoring as per MSIP-ESMP/C-ESMP of item No. 40	
41	Continuous Community Participation as per MSIP-ESMP/C-ESMP of item No. 41	
42	Clean-up Operations, Restoration and Rehabilitation as per MSIP-ESMP/C-ESMP of item No.42	

Item No	Description of Item No as per (MSIP-ESMP/C-ESMP)	Penalty amount (in Rs)
43	Specific enhancement measures as per MSIP-ESMP/C-ESMP of item No. 43	
44	Monitoring Operation Performance During Defect Liability Period and subsequently by O & M Contractor as per MSIP-ESMP/C-ESMP of item No. 54	
45	Maintenance of Drainage as per MSIP-ESMP/C-ESMP of item No. 45	
46	Environmental Monitoring as per MSIP-ESMP/C-ESMP of item No. 46	
47	Soil Erosion and Monitoring of Borrow Areas as per MSIP-ESMP/C-ESMP of item No. 47	
48	Changes in Land Use Pattern as per MSIP-ESMP/C-ESMP of item No. 48	
49	Public awareness on Noise levels and Health Affects as per MSIP-ESMP/C-ESMP of item No. 49	

Note:-Procedure for Imposing Penalty and repeated Compliances-

- Note: This document shall be amended as per comments of employer given in letter of acceptance
- Penalty amount (in Rs) for non-compliances by the contractor for the above items shall be decided jointly by the Employer's representative, Project Manager and the Contractor, prior to Contractor Signature Date and the non-compliance penalty schedule shall be part of Contract document.
- Procedure for dealing for repeated non-compliances by the contractor for the above items shall be decided jointly by the Employer's representative, Project Manager and Contractor, prior to Contractor Signature Date and the non-compliance penalty schedule shall be part of Contract document.

Appendix to Technical Part

Sub-Contracting

SCHEDULE OF SUBCONTRACTORS

Item	Element of work	% of bid price	Name and address of sub-contractor	Qualification and experience of sub-contractor on similar works of the elements executed

The Bidder shall enter in this schedule a list of the major sections and appropriate value of the work for which he proposed to use subcontractors [*for those costing more than 10% of the bid price for each element*], together with the names, addresses and experiences of the proposed subcontractors.

The capability of the sub-contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

(Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable).

Appendix to Technical Part

Bidder's Qualification

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

Appendix to Technical Part

Form ELI -1.1: Bidder Information Form

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

Bidder's legal name
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> Authorization to represent the firm or JV named in above, in accordance with ITB 20. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

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

Bidder's Name: _____
 Date: _____
 RFB No. and title: _____

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Rs)
<p>Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</p> <p><input type="checkbox"/> Contract non-performance did not occur since 1st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.</p> <p><input type="checkbox"/> Contract(s) not performed since 1st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1</p>			
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
<p style="text-align: center;">Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria</p> <p><input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.</p> <p><input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.</p>			

Year of dispute	Amount in dispute (Rs)	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of	Outcome as	Contract Identification	Total Contract

award	percentage of Net Worth		Amount (Rs)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

[The following table shall be filled in for the Bidder.]

Bidder's Name: _____ *[insert full name]*
 Date: _____ *[insert day, month, year]*
 RFB No. and title: _____ *[insert RFB number and title]*
 Page _____ *[insert page number]* of _____ *[insert page number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for Environmental, Health & Safety /GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (Rs)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for Environmental, Health & Safety /GBV/ SEAbreaches]</i>		<i>[insert amount]</i>

Appendix to Technical Part

Form CCC: Current Contract Commitments / Works in Progress

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

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. equivalent in million)	Stipulated period of completion	Value of works ¹ remaining to be completed (Rs. equivalent in million)	Anticipated date of completion	Average Monthly Invoicing Over Last Six Months (Rs./month) Equivalent in millions)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

¹ Attach certificate(s) from the Engineer(s)-in-Charge.

(B) Works for which bids already submitted and likely to be awarded ó expected additional commitment.

Description of Work	Place & State	Name and Address of Employer	Estimated value of Works (Rs. equivalent in million)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Appendix to Technical Part

Form FIN – 3.1: Financial Situation and Performance

[To be completed by the Bidder and by each member of a Joint Venture]

Bidder's Legal Name: _____

Date: _____

RFB No. and title: _____

1. Financial data

Type of Financial information in (Rs)	Historic information for previous 5 years, 2016-17 to 2020-21				
	(amount in Rs)				
	Year 1 2020-21	Year 2 2019-20	Year 3 2018-19	Year 4 2017-18	Year 5 2016-17
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					

Cash Flow from Operating Activities					
This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.					

2. Sources of Finance

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

No.	Source of finance	Amount (Rs)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for 5years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

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

Attached are copies of financial statements ¹(balance sheets, including all related notes, and income statements) for the 5years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Appendix to Technical Part
Form FIN - 3.2: Average Annual Construction Turnover

[To be completed by the Bidder]

Bidder's Legal Name: _____

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Total value of annual construction turnover, in terms of work billed to clients, in Rupees

Annual turnover data (construction only)	
Year @	Amount in Rs
Year-1: 2016-17	
Year-2: 2017-18	
Year-3: 2018-19	
Year-4: 2019-20	
Year-5: 2020-21	
Average Annual Construction Turnover *	

@ Financial turnover and cost of completed works of the previous years shall be given weightage of 5% per year to bring them to 2020-21 price level.

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2. Annual construction turnover calculated as total certified payments received for work in progress or completed, for 5 years. This should be certified by a Chartered Accountant.

Appendix to Technical Part

Form FIN - 3.3: Financial Resources

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

Source of financing	Amount (Rs)
1.	
2.	
3.	
4.	

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

[To be given from a Nationalized or Scheduled Bank in India]

Clause 3.1(ii) of Section III – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

This is to certify that M/s. _____ is a reputed company with a good financial standing.

If the contract for the works, namely _____ [funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. equivalent _____ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

Appendix to Technical Part

Form EXP - 4.1: General Construction Experience

[The following table shall be filled in for the Bidder and for each member of a Joint Venture]

Bidder's Legal Name: _____

Date: _____

RFB No. and title: _____

[Identify contracts that demonstrate continuous construction work over the past [5] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month/ Year	Ending Month/ Year	Contract Identification	Role of Bidder <i>[“Contractor” or “Subcontractor” or “Contract Manager”]</i>
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Appendix to Technical Part
Form EXP - 4.2(a): Specific Construction and Contract Management Experience

[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture, and specialist sub-contractors]

Bidder's Legal Name: _____

Date: _____

RFB No. and title: _____

Work performed as prime Contractor or Sub-Contractor or Management Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years².
[Attach certificate from the Engineer-in-charge.]

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

²Immediately preceding the financial year in which bids are received.

**Appendix to Technical Part
Form EXP - 4.2(a) (cont.) Specific Construction and Contract
Management Experience (cont.)**

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

Appendix to Technical Part

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

Bidder's Legal Name: _____

Date: _____

Subcontractor's Legal Name³ (as per ITB 33.2 and 33.3): _____

RFB No. and title: _____

Subcontractor's Name (as per ITB 33.2 and 33.3): _____

All subcontractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			Rs	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year in the last 5 years	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				

³ If applicable.

Year 4		
Employer's Name ⁴ :		
Address:		
Telephone/fax number		
E-mail:		

⁴Attach certificate from the Engineer-in-charge

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

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two

3.1 1 1 1 1 1 1 1

Appendix to Technical Part

Formí ..

(Name of the Project)

(Declaration regarding tax/duty exemption for materials/construction equipment bought for the work)

(Bidder's Name and Address)

To: í í í í í í í ..
(Name of the Employer & address)

Dear Sir:

Re: [Name of Work] í í í í í í í í .

Certificate for Import/Procurement of Goods/Construction Equipment

Government Order/Circular Number under which tax/duty Exemption is being sought: í

1. We confirm that we are solely responsible for obtaining tax/duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India's relevant Notifications.
3. The goods/construction equipment for which certificates are required are as under:

Items (modify the list suitably for each specific work)*	Make/ Brand Name	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally or imported [if so from which country]	Remarks regarding justification for the quantity and their usage in works.
Goods						
[a] Bitumen						
[b] Cement						
[c] Steel						
Construction Equipment						

4. We agree that no modification to the above list is permitted after bids are opened.

5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us along with the bid.
6. We confirm that the above goods and construction equipment will be exclusively used for the construction of the above work and the construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]

**** Modify the above to suit the requirements given in Government of India's Notifications as current of date of bidding.***

Appendix to Technical Part: Form of Bid Securing Declaration

Date _____

RFB No: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the entity that invited Bids for the period of time of One (1) Year starting on _____ [Bid Due Date], if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid Validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB 50.1 & 50.2.

We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder, or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder* _____

Title of the person signing the Bid _____

Signature of the person named above _____

Dated Signed _____ day of _____

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

Letter of Bid - Financial Part

Refer Volume -2

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and 5.1 : *None*

Under ITB 4.8(b) and 5.1 : *None*

[Note: as and when some country/ countries become ineligible insert the list of such countries following approval by the Bank to apply the restriction]

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

PART 2 – Works’ Requirements

Section VII. Works Requirements

Refer Volume -3
For Scope of Works, Technical Specification &
MSIP & ESMP Requirements

Refer Volume 4
for Drawings

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

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

General Conditions of Contract

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) Not used.
 - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bank means the financing institution **named in the PCC**.
 - (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
 - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
 - (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
 - (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
 - (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
 - (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (l) Days are calendar days; months are calendar months.
 - (m) Deleted.
 - (n) A Defect is any part of the Works not completed in accordance with the Contract.
 - (o) The Defects Liability Certificate is the certificate issued by

- Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.3 and calculated from the Completion Date.
 - (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (r) The Employer is the party who employs the Contractor to carry out the Works, as **specified in the PCC**.
 - (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
 - (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
 - (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
 - (z) PCC means Particular Conditions of Contract.
 - (aa) The Site is the area **defined as such in the PCC**.

- (bb) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as **defined in the PCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,

- (c) Contractor's Bid & Priced Bill of Quantities,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract, including Appendices,
- (f) Specifications,
- (g) Drawings,
- (h) Joint Venture Agreements (where applicable), and
- (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to these General Conditions of Contract.

- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.

5. Delegation

- 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communication

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall

tions

be effective only when it is delivered. All oral instructions shall be confirmed in writing in seven working days.

- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager up to a ceiling **specified in PCC**, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 7.2 The Project Manager should satisfy himself before recommending to the Employer whether:
- a) the circumstances warrant such sub-contracting; and,
 - b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.
- 7.3 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor's liability or obligations under the contract.
- 7.4 The Contractor shall not be required to obtain any consent from the Employer for:
- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract;
 - (b) the provision for labour, or labour component, and,
 - (c) The purchase of materials which are in accordance with the standards specified in the contract.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

3. Assignment of the contract may be acceptable only under exceptional

circumstances such as insolvencies/liquidation or merger of companies etc.)

**8. Other
Contractors**

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

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, and **referred to in PCC**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his work force, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.
- 9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor¹.
- 9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.

¹Based on Government Directives
Compliance with Labour Regulations
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9.7 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall

- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials [which are incorporated in works];
 - (b) loss of or damage to Construction Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) Personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works including protection of environment and assurance of public health and safety**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.
- 15.2.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his methods of operation.
- 15.2.2 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be

passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.

- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.1.1 The Adjudicator should be in position before notice to proceed with work is issued to the Contractor and an agreement should be signed with the Adjudicator jointly by the Employer and the Contractor in the form attached to Appendix 3.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project

Disputes

Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

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

24.3 The Adjudicator shall be paid daily at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor. Whatever decision is reached by the Adjudicator, either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

The Arbitrator(s) shall give a decision in writing within 120 days of start of the proceedings unless otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

25. Fraud and Corruption

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control**26. Program**

26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress

achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date/ milestones within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date/ milestone.

28. Acceleration

28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

29. Delays

29.1 The Project Manager may instruct the Contractor to delay the

**Ordered by the
Project
Manager**

start or progress of any activity within the Works.

**30. Management
Meetings**

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place **indicated in PCC**. The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 26.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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

31. Early Warning

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

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

C. Quality Control**32. Quality
Assurance**

32.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager.

32.2 Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities

under the Contract.

33. Tests

- 33.1 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.
- 33.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Identifying Defects and Correction of Defects

- 34.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 34.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Project Manager's responsibility as defined in the Contract Agreement.
- 34.3 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.4 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

Note: 1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.

2. Where the failure to correct a particular defect within the

specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 57.2(e).

D. Cost Control

- 36. Contract Price** 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price** 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.
- (b) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed
- 37.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 37.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 38. Variations** 38.1 All Variations shall be included in updated Programs produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, [*or if contractor fails to provide the Project Manager with a quotation within a*

reasonable time specified by Project Manager in accordance with GCC38.2] the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 38.7 Value Engineering: Unless otherwise **specified in the PCC**, the Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
 - (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerate the contract completion period; or
- (b) reduce the Contract Price or the life cycle costs to the

Employer; or

- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yield any other benefits to the Employer,

Without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall be in Indian Rupees.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously along with details of measurement of the quantity of works executed in a tabular form approved by the Project Manager.

40.2 The Project Manager shall check the Contractor's monthly statement and within 14 days certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 49.4 [*Secured Advance*].

40.3 The value of work executed shall be determined by the Project Manager after due check and measurement of the quantities claimed as executed by the contractor.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.

40.5 The value of work executed shall include the valuation of

Variations and Compensation Events.

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

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate **stated in the PCC**.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated at the rate stated in GCC 41.1 above, from the date upon which the increased amount would have been certified in the absence of dispute.

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

42. Compensation Events

42.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a

subcontract to be let.

- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

- 43. Tax**
- 43.1 The rates quoted by the Contractor shall be deemed to be inclusive of the VAT, Sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.
- 43.2 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the deadline for the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price.
- 44. Currencies**
- 44.1 All payments shall be made in Indian Rupees.
- 45. Price Adjustment**
- 45.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is **included in the PCC** which indicates the coefficients of various inputs and the sources of indices for various schedules of BOQ. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment.
- (a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC up to the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.
- (b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract.
- (c) The total value (R) of the work done during the specified period [GCC 40.1] shall be as under:
- $$R = \text{SUM} (R_{S1} + R_{S2} + R_{S3} + \dots + R_{Sn}),$$
- Where,
- R_{sn} is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as

under:

$R_{sn} = (V_{sn} + S_{sn})$ minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on terms mutually agreed between the Project Manager and the Contractor)

where,

V_{sn} is the total value of work done during the specified period for the respective schedule of BOQ, and

S_{sn} is the secured advance paid during the specified period for the respective schedule of BOQ,

- (d) The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate schedule of BOQ and certified in Payment Certificates, shall be determined from formulae which shall be of the following general type:

$$P_n = a + b L_n/L_o + c E_n/E_o + d M_n/M_o + \dot{\alpha} \dot{\beta} \dot{\gamma} .$$

where,

$\dot{\alpha}$ is the adjustment multiplier to be applied to the value of the work done during the period $\dot{\alpha}$, this period being a month unless otherwise stated in the PCC.

$\dot{\beta}$ is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

$\dot{\gamma}$, $\dot{\delta}$, $\dot{\epsilon}$, $\dot{\zeta}$ are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

\dot{L}_n [Labour], \dot{E}_n [Equipment], \dot{M}_n [Material], $\dot{\alpha}$. are the current cost indices or reference prices for period $\dot{\alpha}$, each of which is applicable to the relevant tabulated cost element [Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others] on the date, specified in the Table-2 of Adjustment Data, prior to the last day of the period (to which the particular Payment Certificate relates); and

\dot{L}_o , \dot{E}_o , \dot{M}_o , $\dot{\alpha}$. are the base cost indices or reference

prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

- (e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the deadline for submission of bids.
- (f) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:
 - (i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or
 - (ii) the current index or price applicable for the period in question whichever is more favourable to the Employer.
- (g) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.
- (h) Unless otherwise **stated in the P.C.C.**, the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project

Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an on demand Bank guarantee.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestones as stated in the PCC). The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the Contractor's other obligations and liabilities under the contract.

47.2 If the Intended Completion Date including milestones is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts in Indian Rupees equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively (each instalment not less than Rs 500,000) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.
- 49.4 The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions **stipulated in the PCC**.
- 50. Securities** 50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a Nationalized or Scheduledbank in India. The Bank Guarantee for Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion.
- 51. Day works** Not Used.
- 52. Cost of Repairs** 52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- E. Finishing the Contract**
- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The

Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor's revised account.

56. Operating and Maintenance Manuals

56.1 If as built Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

56.2 If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period

of time determined by the Project Manager;

- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- (i) The contractor has contravened Clauses 7 and 9 of GCC.
- (j) The contractor does not adhere to the agreed construction program, agreed ESHS-MSIP [Clause 26 of GCC], and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.
- (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.
- (l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.

57.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered

less advance payments received up to the date of the issue of the certificate less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law, and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

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

59. Property

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

60. Release from Performance

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

61. Suspension of Bank Loan or Credit

61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

(Refer PCC Part B)

The bidder shall submit comprehensive and concise monthly reports as required under PCC Part B. These reports shall describe in detail in metrics form about following ESHS issues. As a guideline, under mentioned reporting may be used.

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 and all fatalities that require treatment;
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:
 - iii. List areas/facilities with permits required (barrow areas, 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.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - 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);
 - 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.;
- i. actions taken to recommend/require improved conditions, or to improve conditions. receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
- ii. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

7. 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.

8. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, 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

9. Traffic and vehicles/equipment:

- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. 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.).
10. Environmental mitigations and issues (what has been done):
- i. dust: number of working bowsers, 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 cleanups, 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.
11. 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 GBV/SEA 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.
12. HIV/AIDS: 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);
13. COVID related protocols that have been put in place for the project (as prescribed by GoHP/Govt. of India and as stated in the Labor Management Procedure).
14. 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);
15. 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 HIV/AIDS sensitization and/or training, no. workers
16. Notification to Project Manager of Incidents:
- i. confirmed or likely violation of any law or international agreement;
 - ii. any fatality or serious (lost time) injury;
 - iii. significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)
 - iv. major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or
 - v. any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.

Note: This document shall be amended as per comments of employer given in letter of acceptance

Section IX -Particular Conditions of Contract

Part-A

A. General

A. General		
GCC 1.1 (d)	The financing institution is: The World Bank	
GCC 1.1 (r)	The Employer is Governor of Himachal Pradesh through The Chief Engineer cum Project Director, HPRIDC, India.	
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 18months from the start date.	
	Section -1	km 0/400 to km 2/000
		km 2/400 to km 2/740
	Section-2	km 0/000 to km 0/400
		Km 2/000 to km 2/400
		Jetty Construction
	12 months from the Start Date	
	18 months from the Start Date	
	Note: The above sections are subjected to revision after the joint inspection as per clause no. PCC part B (B)	
GCC 1.1 (y)	The Project Manager is: To be appointed by Employer and notified to the contractor Position: Team Leader Name of the Construction Supervision Consultants (CSC): M/s LEA Associates South Asia Pvt Ltd Address: Ward No. 27, Kasumpti, House No. Block-E, Verma Apartment, Panthaghata, Shimla 171009 (Himachal Pradesh)	
GCC 1.1 (z)	The Project Management Consultant (PMC) appointed by the Employer will assist the Employer in monitoring, execution, quality assurance and technical audit of all civil works. The PMC will witness at least 10% of the Quality control test for civil works. The Contractor shall assist & facilitate the PMC at site for smooth performance of his obligations under the contract. Name of the Project Management Consultant (PMC): M/s Sai Consulting Engineers Pvt. Ltd in association with M/s Orion Infra Consulting Pvt. Ltd. Address: Fragrance Cottage, Near Tenzin Hospital, Panthaghata, Shimla 171009 (Himachal Pradesh)	

GCC 1.1 (aa)	The Site is located at [Upgradation of Raghunathpura ó Mandi ó Harpura ó Bharari Road in Bilaspur District from km 0/000 to km 2/740]and is defined in drawings No. <i>HP/RAG-BHA/LM-001</i>
GCC 1.1 (dd)	The Start Date shall be 15 days <i>after the date of issue of notice to proceed with works to the contractor.</i>
GCC 1.1 (hh)	The Works consist of Construction of Upgradation of Raghunathpura ó Mandi ó Harpura ó Bharari Road in Bilaspur District. Identification number of Contract is í í í í í í ..
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) øESHSo means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
GCC 2.2	Sectional Completions are: Section-1: 12 months from start date Section-2: 18 months from start date Jetty construction: 18 months from start date
GCC 2.3	Replace sub-clause 2.3 as under: The documents forming the contract shall be interpreted in the following order of priority: (a) Agreement, (b) Letter of Acceptance, notice to proceed with the works, (c) Contractorø Bid & Priced Bill of Quantities, (d) Particular Conditions of Contract, (e) General Conditions of Contract, including Appendices, (f) Specifications, (g) Drawings, (h) Construction Methodology, (i) Quality control, (j) Environmental, Social, Health and Safety (ESHS-MSIP)/C-ESMP, (k) Penalty for Non-Compliance for Environmental, Social, Health and Safety (ESHS) (l) any other document listed in the PCC as forming part of the

	<p>Contract.</p> <p>(m) Design & drawings for Jetty construction prepared by contractor and duly vetted by ThirdPartyRoad Safety Consultants of HPRIDC shall be submitted by the contractor within 28days from date of LOA.</p>		
GCC 2.3(1)	The following documents also form part of the Contract:		
	S. No.	Document	Description of the document
	1.	Construction Methodology	Construction methodology given in bid amended as per comments of employer given in letter of acceptance.
	2.	Quality control	Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.
	3.	Environmental, Social, Health and Safety	(i) ESHS Management Strategies and Implementation Plans (ESHS-MSIP)/C-ESMP; and (ii) Code of Conduct (ESHS). (iii) ESHS Metrics reporting. (iv) "Environmental and Social Management Plan"
4.	Penalty for Non-Compliance for Environmental, Social, Health and Safety (ESHS)	Agreed schedule before contract signature date as specified in financial bid.	
GCC 3.1	<p>The language of the contract is <i>English</i>.</p> <p>The law that applies to the Contract is the laws of Union of India.</p>		
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.		
GCC 7.1	The ceiling for sub-contractor is 25% of accepted contract amount.		
GCC 8.1	Schedule of other contractors: Not Applicable		
GCC 9.1	<p>Key Personnel and equipment:</p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ</p>		

	<p>the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid & construction methodology].</i></p> <p>Penalty provision: 1,25,000/- per person per month during the non-deployment period</p>																				
GCC 9.2	<p>The following is inserted as GCC 9.2 (e):</p> <p>öbreaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).ö</p>																				
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <table border="1" data-bbox="395 1025 1353 1948"> <thead> <tr> <th data-bbox="395 1025 502 1160">S.No.</th> <th data-bbox="502 1025 810 1160">Description</th> <th data-bbox="810 1025 1034 1160">Minimum cover for Insurance</th> <th data-bbox="1034 1025 1353 1160">Maximum deductible for Insurance</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1160 502 1328">(i)</td> <td data-bbox="502 1160 810 1328">Works and Plant and Materials which are incorporated in works</td> <td data-bbox="810 1160 1034 1328">1.15 times of accepted contract amount</td> <td data-bbox="1034 1160 1353 1328">INR: 5.00 Lakhs</td> </tr> <tr> <td data-bbox="395 1328 502 1496">(ii)</td> <td data-bbox="502 1328 810 1496">Loss or damage to Construction Equipment (unlimited occurrences)</td> <td data-bbox="810 1328 1034 1496">10% of the accepted contract amount</td> <td data-bbox="1034 1328 1353 1496">INR: 5.00 Lakhs</td> </tr> <tr> <td data-bbox="395 1496 502 1809">(iii)</td> <td data-bbox="502 1496 810 1809">Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract (unlimited occurrences)</td> <td data-bbox="810 1496 1034 1809">5% of the accepted contract amount</td> <td data-bbox="1034 1496 1353 1809">INR: 5.00 Lakhs</td> </tr> <tr> <td data-bbox="395 1809 502 1948">(iv)</td> <td data-bbox="502 1809 810 1948">Personal injury or death insurance: a)for other</td> <td data-bbox="810 1809 1034 1948">INR: 5.00 Lakhs each and at any given time minimum</td> <td data-bbox="1034 1809 1353 1948"></td> </tr> </tbody> </table>	S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials which are incorporated in works	1.15 times of accepted contract amount	INR: 5.00 Lakhs	(ii)	Loss or damage to Construction Equipment (unlimited occurrences)	10% of the accepted contract amount	INR: 5.00 Lakhs	(iii)	Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract (unlimited occurrences)	5% of the accepted contract amount	INR: 5.00 Lakhs	(iv)	Personal injury or death insurance: a)for other	INR: 5.00 Lakhs each and at any given time minimum	
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	people(unlimited occurrences);	Four (4) occurrences	
	b)for Contractor's Employees	In accordance with the statutory requirements applicable in India	
GCC 14.1	<p>Site Data are: Encroachment details within the ROW as referred in PCC shall be inspected at Site by the Employer Representative, the Contractor and the Project Manager within 10(ten)days of the date of this Agreement to prepare a detailed memorandum in accordance to "Annexure-A" containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site (hereinafter referred to as the "ROW Handover Memorandum"). The Handover Memorandum shall be appended thereto as an appendix (the "Annexure").</p>		
GCC 16.1 (add new 16.2)	<p>(i) Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks.</p> <p>The Contractor shall implement all mitigation measures for which responsibility is assigned to him as stipulated in the Environmental and Social Management Plan prepared for the project, which is given as Volume -3; Part 2: Works Requirement (Section-VII, Part 6C) to the General Conditions of Contract, and the conditions stipulated in Section VII-Work Requirements of this Bidding Document, even if not explicitly covered under the ESHS-MSIP submitted by the bidder and made part of the Contract Document.</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP)/ESMP to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> • Traffic Management (or road safety)Plan to ensure safety of local communities from construction traffic; • OHS plan, • Water and Waste Management Plan, • Labour Influx management Plan, • Workers camp management plan, • CHS Plan, • Quarry/borrow area management plan, • establishment of GRM for labour and community or any one affected by grieved by project construction activity • Site restoration Plan 		

	<ul style="list-style-type: none"> • Water Resource Protection Plan to prevent contamination of drinking water; • .Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; • Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit; • Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. <p>(ii) The contractor will prepare contractor's ESMP (C-ESMP), and will include in accordance with the GoI and/or IFC/WB/EBRD workers Accommodation guidelines. All such plans prepared by contractor will be reviewed and approved by the Project Manager and HPRIDC, prior to commencement of construction works, in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.</p> <p>iii) ESHS Management Strategies and Implementation Plans</p> <p>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 Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.</p> <p>The contractor will undertake all safeguards mitigation as specified in ESMP as per Section-VII Part-Cof Bidding and Contract documents.</p>
GCC 20.1	The Site Possession Date(s) shall be as per under:

	Section-1 : on start date Section-2 : 180 days from start date
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator: <i>(To be appointed jointly before signing contract).</i> <i>Principal Secretary/Secretary (PW)-cum Managing Director, HPRIDC.</i>
Add new clause GCC 24.2.1	Read the following clause after GCC 24.2: <u>Amicable settlement of Disputes</u> Any dispute arising from or related to this agreement may be resolved under Amicable settlement of Disputes. The parties shall use their best efforts to settle the dispute on an amicable basis. The Parties shall be at liberty to amicably settle any notified disputes at any stage of the Dispute.
GCC 24.3	Daily rate and type of reimbursable expenses to be paid to the Adjudicator: Fee per day plus all reimbursable expenses such as travel, accommodation, documentation etc.shall be as per "Annexure- B1"
GCC 24.4	Arbitration procedure shall be of Indian Council of Arbitration, (ICA). And as per latest Arbitration and Conciliation act 1996. Daily rate and type of reimbursable expenses to be paid to the Arbitrator: Fee per day plus all reimbursable expenses such as travel, accommodation, documentation etc shall be as per "Annexure- B2"
B. Time Control	
GCC 26.1	GCC 26.1, is updated and amended as under: "Within the time stated in the PCC , after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program including Environmental and Social Management Plan (to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environmental and Social Commitment Plan and Environment and Social Management Plan of the project) showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts." The Contractor shall submit for approval a Program for the Works within 14 (Fourteen) days of delivery of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 21(Twenty One) days. The amount to be withheld for late submission of an updated Program isRs 2,00,000.
GCC 26 (add)	"The Contractor shall furnish monthly progress reports as directed by the

new 26.5)	Project Manager by 7 th of the succeeding month. The report shall include charts and detailed descriptions of the progress of identified activities, photographs showing status of progress at site, records of Contractor's personnel and equipment, Quality Assurance documents, comparison of actual and planned progress as per program. This report will also include progress on the ESHS Management Strategies and Implementation Plans (ESHS-MSIP), and compliance to the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project.
GCC 30	Venue of management meeting will be Chief Engineer cum Project Director Office
GCC 31.1	<p>GCC 31.1, is updated and amended as under:</p> <p>The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, risk of non-compliance to applicable Laws/Rules/Regulations with respect to protection of environment and public health and safety, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p>
C. Quality Control	
GCC 34.1	<p>GCC 34.1, is updated and amended as under</p> <p>The Project Manager shall check ESHS requirement <i>and cases of non-compliance to environmental, health and safety regulations and plans ("Non-Compliance")</i> that are found specifying a time by which it should be corrected. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and non-compliance and to uncover and test any work that the Project Manager considers may have a Defect and non-compliance.</p>
GCC 34.3	<p>GCC 34.3, is updated and amended as under</p> <p>The Project Manager shall give notice to the Contractor of any Defects and cases of non-compliance to ESHS requirements before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects and cases of non-compliance remain to be corrected</p>

	The Defects Liability Period is: 365 days from date of completion.
GCC 35.1	<p>GCC 35.1, is updated and amended as under</p> <p>If the Contractor has not corrected a Defect or non compliance to ESHS requirements within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect and/or the Non-Compliance corrected, and the Contractor shall pay this amount.</p>
D. Cost Control	
GCC 38.2	<p>In GCC 38.2, add the following after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
GCC 38.7	Provisions related to Value Engineering do not apply.
GCC 40.1	The Contractor's monthly statement shall include Compliance of C-ESMP (ESMP Compliance Certificate) in the format approved by the Environmental Specialist of HPRIDC.
GCC 40.1	<p>Add following lines at the end of the clause:</p> <p>The work done amount of Interim Payment Certificate shall not be less than 1% (one percent) of accepted contract amount</p>
GCC 40.2	<p>GCC 40.2, is updated and amended as under</p> <p>The Project Manager shall check the Contractor's monthly statement and full compliance to ESHS requirements with applicable Laws/Rules/Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project and within 14 days certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 49.4 [Secured Advance].</p>
GCC 40.3	<p>GCC 40.3, is updated and amended as under</p> <p>The value of work executed shall be determined by the Project Manager after due check and measurement of the quantities claimed as executed by the contractor and certification by the Project Manager that all applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project with respect to execution of each of the quantities.</p>
GCC 40.4	<p>GCC 40.4, is updated and amended as under</p> <p>The value of work executed with full compliance with applicable Laws/</p>

	<p>Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.</p> <p>Add following lines at the end of the clause:</p> <p>“All the measurements related to bill of quantities, variations, provisional sums, day works, levels etc., are to be recorded in measurement books and level field books by the Project Manager or his authorized representative and accepted by the contractor or his representative. The measurement books and level field books are to be numbered serially in the office of the employer. The Measurement Books and Level Field Books are to be numbered serially.”</p>
<p>Add new GCC 40.7</p>	<p>ØIf the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> (i) failure to comply with any ESHS obligations or work described in the Worksø 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 archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within

	<p>the specified timeframe (e.g. remediation addressing non-compliance/s).</p> <p>(vii) failure to ensure workers safety including GBV and SEA</p> <p>(viii) failure to resolve any grievance arising due to contractor's construction activities or actions</p>
GCC 41.1	<p>GCC 41.1, is updated and amended as under</p> <p>Payments shall be adjusted in terms of contract such as for effecting compliance to applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate stated in the PCC.</p> <p>Add following lines at the end of the clause:</p> <p>The Employer may make any correction of modification in the payment certificate/recommendation forwarded by the Project Manager as found reasonable and pay corrected amount after adjustment within 28 days subject to the condition that if Employer finds any error in the Project Manager Certificate due to Arithmetical error and un approved variation. The Contractor/Project Manager shall produce any documents or evidences, if requested by the employer before making payment of any intermediate payment certificate forwarded by the Engineer</p> <p>Interest rate for Delayed payment is 8% per annum</p>
GCC 45.1	Price Adjustment shall not be Applicable.
GCC 46.1	<p>The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of accepted contract amount.</p> <p>If the contractor desires to take back the retention amount during the work in progress, the retention amount shall be released in multiples of Rs 5 lakhs against submission of unconditional bank guarantee from scheduled bank.</p>
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day of the accepted contract amount. The maximum amount of liquidated damages for

	<p>the whole of the Works is 10% of the accepted Contract amount.</p> <p>For Section 1 Rs. 0.05% of cost of section -1 per day</p> <p>For Section 2 Rs. 0.05% of cost of section -2 per day</p> <p>Employer shall refund deducted amount of Liquidated Damages, if levied for sectional completion, if Whole work is completed within completion period.</p>											
GCC 48.1	Provisions related to Bonus do not apply.											
GCC 49.1	<p>The amount of the Advance Payments are:</p> <table border="1"> <thead> <tr> <th><u>Nature of Advance</u></th> <th><u>Amount (Rs.)</u></th> <th><u>Conditions to be fulfilled</u></th> </tr> </thead> <tbody> <tr> <td>1. Mobilization</td> <td>Payment of mobilization advance upto a max. 10% of Accepted Contract Amount in two installments of 5% each, the first installment of 5% at the time of commencement of work and second installment of 5% upon achieving progress of 10% of the contract amount excluding secured advance within 6 months from date of commencement.</td> <td>On submission of unconditional Bank Guarantee of equivalent amount from scheduled Bank in favor of HPRIDC.</td> </tr> <tr> <td>2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i></td> <td>90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the accepted Contract amount.</td> <td>After equipment is brought to site as per agreed construction program <i>(provided the Project Manager is satisfied that the equipment is required for performance of the contract)</i> and on submission of unconditional Bank</td> </tr> </tbody> </table>			<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>	1. Mobilization	Payment of mobilization advance upto a max. 10% of Accepted Contract Amount in two installments of 5% each, the first installment of 5% at the time of commencement of work and second installment of 5% upon achieving progress of 10% of the contract amount excluding secured advance within 6 months from date of commencement.	On submission of unconditional Bank Guarantee of equivalent amount from scheduled Bank in favor of HPRIDC.	2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the accepted Contract amount.	After equipment is brought to site as per agreed construction program <i>(provided the Project Manager is satisfied that the equipment is required for performance of the contract)</i> and on submission of unconditional Bank
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	<p>3. Secured advance for non-perishable materials brought to site.</p> <p>75% of Invoice value or Market value ó lower of the two.</p> <p>1) Steel</p> <p>2) Aggregates</p>	<p>Guarantee for amount of advance.</p> <p>a) The materials are in-accordance with the specification for Works;</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Project Manager.</p> <p>c) the Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Project Manager and such records shall be available for inspection by the Project Manager;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Project Manager for the Purpose of valuation for material and providing evidence of ownership and payment thereof;</p> <p>e) Ownership of such materials shall be deemed to vest in the Employer for which</p>
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	<p>the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Project Manager.</p> <p>(The advance payment will be paid to the Contractor no later than 15 days after fulfillment of the above conditions).</p> <p>Repayment of advance payment for mobilization and equipment:</p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Project Manager under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the accepted Contract amount or 6 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20% @percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.</p> <p>Repayment of secured advance:</p> <p>The advance shall be repaid from each succeeding monthly payments to the extent materials have been incorporated into the Works.</p> <p>Any material consistently appearing in the stock for consecutive 6 months period shall be in-eligible for granting the secured advance.</p>
GCC 50.1	<p>öGCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security including additional security for unbalanced bids, and the ESHS Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion.ö</p>
GCC 50.1	The Performance Security amount is 5 percent of the accepted Contract

	<p>Amount plus Rs. 1 .. as additional security for unbalanced bids [<i>in terms of ITB Clause 41.2</i>], and Environmental, Social, Safety and Health (ESHS) Performance Security amount is 2 percent of the accepted Contract Amount.</p> <p>The standard forms of Performance Security and if applicable ESHS Security acceptable to the Employer shall be <u>unconditional</u> Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Document.</p> <p>Throughout this bidding document the term performance security unless the context clearly indicates otherwise, means and includes both the performance security and the ESHS performance security to be submitted by the successful bidder in the amounts specified above.</p>
E. Finishing the Contract	
GCC 53.1	<p>GCC 53.1, is updated and amended as under</p> <p>The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works including all liabilities arising out to comply with applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project, and the Project Manager shall do so upon deciding that the whole of the Works is completed.</p>
GCC 56.1	<p>The contractor shall maintain the project road for a period of one year corresponding to the DLP commencing from the date of completion.</p> <p>The contractor has to furnish operation and maintenance manuals as per chapter 11 of relevant MORTH/IRC guide lines apart from the requirement given in the Annexure-C in this bid document before 60 days from the completion date in consultation with Project Manager/CMU. The Project manager will review the same within 15 days of receipt and further communicated to contractor for further modification if any.</p> <p>Payment: The Contractor shall be paid at 0.25% of accepted contract price for the period of one year maintenance. Payment will be made Monthly of the above price divided by 12 months for the Maintenance of Highways including structures upon recommendation/certification by the Project Manager /CMU.</p> <p>The date by which as built drawings (in scale Horizontal 1:1500 and Vertical 1:200) including a compact disc containing digitized drawings in 2 sets are required is within 28 days of issue of certificate of completion of whole of the work.</p>
GCC 56.2	The amount to be withheld for failing to produce as built drawings and/or

	operating and maintenance manuals by the date required in GCC 56.1 is Rs 5,00,000/- (Rupees Five Lakhs)
GCC 57.2 (g)	The maximum number of days is: 200 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works shall be 20% (Twenty percent).
GCC 58.2	The following events shall also be fundamental breach of contract: <ol style="list-style-type: none"> 1. The Contractor has contravened Sub-clause 7 and Sub-clause 9 of GCC. 2. The contractor does not adhere to the agreed construction program (Clause 26 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 30) for a period of 60 days. 3. The contractor fails to carry out of the instructions of Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.1.

Particular Conditions of Contract

Part-B

A. Monthly Progress Report	<p>Monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.</p> <p>Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date.</p> <p>Each report shall include:</p> <ol style="list-style-type: none"> (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each Subcontractor, (b) photographs showing the status of manufacture and of progress on the Site; (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual
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	<p>or expected dates of:</p> <ul style="list-style-type: none"> (i) commencement of manufacture, (ii) Contractor’s inspections, (iii) tests, and (iv) shipment and arrival at the Site; <p>(d) the details described in Sub-Clause 9.1 [Records of Contractor’s Personnel and Equipment];</p> <p>(e) copies of quality assurance documents, test results and certificates of Materials;</p> <p>(f) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</p> <p>comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.</p> <p>(g) ESHS Reporting</p> <p>Inserted at the end of GCC 26.2</p> <p>“In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> i) confirmed or likely violation of any law or international agreement; ii) any fatality or serious (lost time) injury; iii) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) iv) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.
<p>B. The Site (Right of Way)</p>	<p>1. The site of the Project Road (the “Site”) shall be provided by the Employer to the Contractor. The Employer shall be responsible for:</p>

	<p>acquiring and providing Right of Way on the Site in accordance with the alignment finalized by the Employer, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and Obtaining licenses and permits for environment clearance for the Project Road.</p> <p>2. Procurement of the Site</p> <p>The Employer Representative, the Contractor and the Project Manager shall, within 10 (ten) days of the date of this Agreement, inspect the Site and prepare a detailed memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site (hereinafter referred to as the ROW Handover Memorandum). The Handover Memorandum shall have appended thereto an appendix (the Annexure) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been given to the Contractor along with details of hindrances in the Construction Zone. For sake of clarity the Handover Memorandum shall clearly specify the parts of Site where work can be executed. Signing of the Handover Memorandum, in three counter parts (each of which shall constitute an original), by the authorized representatives of the Employer, Contractor and Project Manager shall be deemed to constitute a valid evidence of giving the Right of Way to the Contractor for discharging its obligations under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.</p> <p>Whenever the Employer is ready to hand over any part or parts of the Site included in the Appendix, it shall inform the Contractor, by notice, of the proposed date and time such of hand over. The Employer Representative and the Contractor shall, on the date so notified, inspect the specified parts of the Site, and prepare a memorandum containing an inventory of the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site so handed over. The signing of the memorandum, in three (3) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid evidence of giving the relevant Right of Way to the Contractor.</p> <p>If the contractor fails to join for site inspection or disputes the parts of the site available for work, the Project Manager shall decide the parts of the site where work can be executed and notify to both the parties within 3 days of the proposed date of inspection. The parties agree that such notification of the Project Manager as mentioned hereinabove shall be final and binding on the parties.</p> <p>The Employer shall provide the Right of Way to the Contractor in respect of all and included in the Appendix by the date specified in Annexure-A for those parts of the Site referred to therein, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Contractor, it shall pay to the Contractor, Damages in a sum calculated in accordance with this Clause. The Contractor agrees that it shall not be entitled to claim any other damages on</p>
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	<p>account of any such delay by the Employer.</p> <p>Pursuant to signing of Handover Memorandum under this, Contractor shall submit to the Project Manager, a monthly land possession report till expiry of 180 (one hundred and eighty) days from Start Date, in respect of those parts of the site to which vacant access and right of way was not given to the contractor and included in Appendix to the memorandum signed under this clause ,duly specifying the part of the site, if any, for which the right of way is yet to be handed over.</p> <p>3. Damages for delay in handing over the Site</p> <p>In the event the Right of Way to any part of the Site is not provided by the Employer on or before the date(s) specified in this Clause for any reason other than Force Majeure or breach of this Agreement by the Contractor, the Employer shall pay Damages to the Contractor a sum calculated in accordance with the following formula for and in respect of those parts of the Site to which the Right of Way has not been provided:</p> $\text{Amount of Damages in Rs. per day per metre} = 0.05 \times C \times L \times N$ <p>Where,</p> <p>C = the accepted Contract amount;</p> <p>L = length of the Project Road in metres; and</p> <p>N = Completion period in days (Start Date to Completion Date)</p> <p>In the event that any Damages are due and payable to the Contractor under the provisions of this Clause B for delay in providing the Right of Way, the Contractor shall, subject to the provisions of Clause 27, be entitled to Time Extension equal to the period for which the Damages have become due and payable under this Clause 3 (i), save and except that:</p> <p>(a) If any delays involve time overlaps, the overlaps shall not be additive; and such Time Extension shall be restricted only to the Works which are affected by the delay in providing the Right of Way.</p> <p>(b) For the avoidance of doubt, the Parties expressly agree that the Damages specified hereunder and the Time Extension specified in Clause 27 of GCC shall be restricted only to failure of the Employer to provide the Right of Way for and in respect of the "Construction Zone" which shall comprise the following components:</p> <p>Main in carriage way</p> <p>Paved and earthen shoulders</p> <p>Area for Structures.</p>
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	<p>Safety measures including Roadside Drains and Furniture.</p> <p>A parallel working space for accommodating slopes/retaining structures etc.</p> <p>Notwithstanding anything to the contrary contained in this Agreement, the Contractor expressly agrees that Works on all parts of the Site for which Right of Way of Construction Zone is granted on the StartDate, shall be completed before the Scheduled Completion Date and shall not qualify for any Time Extension under the provisions of Clause 27 of GCC.</p> <p>Notwithstanding anything to the contrary contained in this Agreement, the Authority may at any time withdraw any Works forming part of this Agreement, subject to such Works not exceeding an aggregate value, such value to be determined in accordance with Priced BoQ, equal to 10 (ten) percent of the accepted Contract amount.</p> <p>Provided that if any Works cannot be undertaken within the municipal limits of a town or within any area falling in a reserved forest or wildlife sanctuary or the stretches where vacant access and Right of Way could not be handed over, as the case may be, because of the requisite clearances or approvals or affected land parcels for commencing construction of Works therein have not been given within 180 (one hundred and eighty) days of the Start date, the affected Works shall be deemed to be withdrawn under the provisions of this Clause.</p> <p>Provided further that in case such stretches can be handed over to the Contractor before the expiry of the Intended Completion Date of the Project Road, and the Contractor agrees to take up the work, the same may be allowed to be executed by him with corresponding Extension of Time, subject to the condition that the Contractor shall not be entitled to raise any claims on account of prolongation costs in this behalf.</p> <p>In the event of withdrawal of Works, the accepted Contract amount shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.</p> <p>Provided that if any Works are withdrawn after commencement of the Construction of such works, the Employer shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Project Manager.</p> <p>The parties expressly agree that the value of the Works withdrawn shall be determined from the priced BoQ.</p>
<p>C. Securities GCC Clause 50.1</p>	<p>The Performance Security amount is 3 percent of the accepted Contract Amount plus Rs. 1 .. as additional security for unbalanced bids [<i>in terms of ITB Clause 41.2</i>], and Environmental, Social, Safety and Health (ESHS) Performance Security amount is 2 percent of the accepted Contract Amount.</p>

D. Co-ordination with other contractors	Co-ordination with neighbor contractors: The contractor shall effectively co-ordinate and communicates with neighboring contractors to allow both contractors to complete the work.
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Annexure 'A-1': Refer enclosure

Annexure 'B-1'

REMUNERATION OF ADJUDICATOR

Sr. No.	Particulars	Maximum Amount
1	Daily fee during site visit	Rs. 10,000/- per day Review of above rate
2	Reimbursable expenses (on production of bills/receipts subject to the prescribed limit) (a) Travel Expenses during site visits	<ul style="list-style-type: none"> • Second class AC by Train/ AC Chair Car • AC Car/Taxi by Road
	(b) Hotel Expenses during site visits	<ul style="list-style-type: none"> • Rs. 5,000/- per day
	(c) Miscellaneous expenses such as Telephone Calls, Courier Charges, Faxes, Telefaxes	<ul style="list-style-type: none"> • Actual basis on production of receipts for expenses above five (5) percent of the Daily Fee referred to in item -2 above

Annexure 'B-2'

REMUNERATION OF ARBITRATION TRIBUNAL MEMBERS

Sr. No.	Particulars of Fee and other charges	Schedule amount payable per Arbitrator for all claims under the package
1.	Arbitrator fee	Rs.10,000/- per day subject to a maximum of Rs.1.25 Lac subject to publishing the award within one year
2.	Secretarial Assistance and Incidental Charges (Telephone, fax, postage etc.)	₹ Rs.10,000/-
3.	Other expenses (as per actual against bills subject to maximum of the prescribed ceiling given below) per visit.	
	Traveling Expenses	Economy class (by air), first Class AC (by train) and AC car (by road)
	Lodging and Boarding	a) Rs. 7,000/- per day b) Rs.5,000/- per day, if any Arbitrator makes their own arrangements.
4.	Local Travel	Rs. 1500/- per day
5.	Extra charges for days other than hearing/meeting days (maximum for 2 days)	Rs. 3500/- per day
Note:-	Lodging, boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting.	

Note: The acceptance of the above fee structure by the contractor is a precondition for signing the contract.

Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws¹**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS
APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND
OTHER CONSTRUCTION WORK**

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| <p>(a) <u>Employees Compensation Act 1923</u>: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.</p> <p>(b) <u>Payment of Gratuity Act 1972</u>: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years^ø service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>(c) <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u>: The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <p style="margin-left: 20px;">(i) Pension or family pension on retirement or death, as the case may be.
 (ii) Deposit linked insurance on the death in harness of the worker.
 (iii) Payment of P.F. accumulation on retirement/death etc.</p> <p>(d) <u>Maternity Benefit Act 1961</u>: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>(e) <u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u>: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee</p> <p>(f) <u>Contract Labour (Regulation & Abolition) Act 1970</u>: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.</p> |
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¹This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing,

medical aid, traveling expenses from home upto the establishment and back, etc.

- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employers Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.

- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the protected property are designated as protected area and controlled area respectively. No development activity (including building, mining,

excavating, blasting) is permitted in the "protected area" and development activities likely to damage the protected property is not permitted in the "controlled area" without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. "Pollution" means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. "Air Pollution" means the presence in the atmosphere of any "air pollutant" which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for

standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste

generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.

21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.

28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix 2

Tables of Adjustment Data

(Cl. 45 of GCC)

Not Applicable

Appendix -3² Appointment of Adjudicator

Suggested Draft of **Letter of Appointment of Adjudicators** in civil works contracts

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

We hereby confirm your appointment as Adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

For administrative purpose _____ (*name of the officer representing the Employer*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the employer and the contractor. The services will be required during the period of contract for the work of (Name of the Contract) _____.

The Adjudicator shall visit the worksite once in 3 (three) months till the completion of the work indicated above or as specifically requested by Employer/ Contractor for the period upto the end of defects liability period with prior intimation to the Employer and the contractor. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the employer and Name of the Contractor*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Contractor so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 23 and 24 of the Conditions of Contract is over.

The Adjudicator will be paid a fee of Rs. _____ (Rupees _____ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs. 200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Contractor's share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

² If ITB 51 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of _____(name of the contract) between the employer and the contractor vide clause no.24 of the General Conditions of Contract. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the worksite, the Adjudicator will discuss the matter with the Employer and if necessary with the Contractor before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the employer and the contractor. The Adjudicator's decision should be communicated in the form of a speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part

Read and Agreed

Name of Adjudicator

Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

Attachment: Copy of contract document between the employer and contractor and format for recommendation.

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendations in a professional and timely manner (as per sample format)

Sample Format of Adjudicator's Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [NAME OF DISPUTE]

Hearing Date: _____

Dispute

Description of dispute. A one or two sentence summation of the dispute.

Contractor's Position

A short summation of the contractor's position as understood by the Adjudicator.

Employer's Position

A short summation of the Employer's position as understood by the Adjudicator.

Recommendation

The Adjudicator's specific recommendation for settlement of the dispute. *(The recommended course is consistent with the explanation).*

Explanation

(This section could also be called Considerations, Rationale, Findings, Discussion, and so on.)

The Adjudicator's description of how each recommendation was reached.

Respectfully submitted,

Date : _____

Date : _____

Date : _____

Section X - Contract Forms

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

NOTIFICATION OF AWARD

Letter of Acceptance

[on letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

..... *[date]*.....

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

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the
 *[insert name of the contract and identification number, as given in the PCC]* . .
 for the Accepted Contract Amount of *[insert amount in numbers and words]*, as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, and ESHS Performance Security *[Delete ESHS Performance Security if it is not required under the contract]* in the form detailed in ITB Clause 50 for amounts² of Rs í í .., and Rs í í . specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 50.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid upto 28 days from the date of completion i.e. upto í í í í . and shall be as per the Performance Security Form and the ESHS Performance Security Form *[Delete reference to the ESHS Performance Security Form if it is not required under the contract]*, included in Section X -Contract Forms, of the bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator³.

¹Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

²Insert amounts for (i) Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41; and (ii) ESHS Performance Security respectively.

³To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

[or]

We do not accept that _____ ***[insert the name of the Adjudicator proposed by the Bidder]*** be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ ***[insert name of the Appointing Authority]***, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 51.1 and GCC 23.1⁴.

We note that as per your bid, you do not intend to subcontract any component of work.

[OR]

We note that as per your bid, you propose to employ M/s. í í í í í í í as sub-contractor for executing í í í í í í í ..

We have reviewed the construction methodology submitted by you alongwith the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including ESHS requirements as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

⁴To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite securities as stipulated in ITB clause 50.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
 . *[name of the Employer]*. (Hereinafter ðthe Employerö), of the one part, and . . .
 . . . *[name of the Contractor]*.(hereinafter ðthe Contractorö), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) This Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Contractor's Bid including completed schedules and priced bill of quantities,
 - (iv) the addenda Nos _____(if any)
 - (v) the Particular Conditions
 - (vi) the General Conditions of Contract, including appendix;
 - (vii) the Specification
 - (viii) the Drawings
 - (ix) Construction Program, Methodology, Quality Assurance Program, ESHS Management Strategies and Implementation Plans, and Code of Conduct (ESHs)
 - (x) Joint Venture Agreement [for JVs only];and
 - (xi) any other document **listed in the PCC** as forming part of the Contract.
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 accepted 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 India on the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

Performance Security- Bank Guarantee
[including Additional Performance Security for unbalanced bids]
[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No. í í í í í í í í . *[insert guarantee reference number]*
Date í í í í í í í í í . *[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor⁵]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁶]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

⁵*In the case of a JV, insert the name of the Joint Venture*

⁶*An amount shall be inserted by the Guarantor, representing the percentage of the accepted Contract amount specified in the Contract less provisional sums, if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.*

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

This guarantee shall be valid until í í í ⁷, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

⁷*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

**Environmental, Social, Health and Safety (ESHS)
Performance Security – Bank Guarantee**
[Guarantor letterhead or SWIFT identifier code]

ESHS Performance Guarantee No.: *[Insert guarantee reference number]*

Date: *í í í í í í í í í í í . [insert date of issue of the guarantee]*

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor⁸]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his Environmental, Social, Health and/or Safety (ESHS) obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁹]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

⁸*In the case of a JV, insert the name of the Joint Venture*

⁹*An amount shall be inserted by the Guarantor, representing the percentage of the accepted Contract amount specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.*

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

This guarantee shall be valid until í í í^{10} , and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

¹⁰*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

Advance Payment Security
Demand Guarantee
[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No. *í í í í í í í í* . *[insert guarantee reference number]*
 Date *í í í í í í í í í í* . *[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
 _____ *[address of Employer]*
 _____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Subclause 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor¹¹]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee¹²]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding _____ *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

¹¹In the case of a JV, insert the name of the Joint Venture

¹²An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [*name of Employer*] receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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

Retention Money Security
Demand Guarantee
[Guarantor letterhead or SWIFT identifier code]

_____ *[Bank's name and address of issuing branch or office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

We have been informed that _____ *[name of contractor¹³]* (hereinafter called *the Applicant*) has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called *the Contract*).

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works 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 _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____) *[amount in words¹⁴]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Applicant on its account number _____ at _____ *[name and address of Bank]*.

¹³In the case of a JV, insert the name of the Joint Venture

¹⁴The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Defects Liability Certificate issued by the Project Manager. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature(s) and seal of the guarantor]

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

ANNEXURE-A**Details of Encumbrances with in Proposed Roadway / Corridor of Impact (COI)**

S.No	Existing Chainage (Km)		Hand Pumps	Electrical Poles	Trees	Land Acquisition
	From	To	Quantity in Nos.	Quantity in Nos.	Quantity in Nos.	Area in Sqm
1	0/000	0/200	1	1	13	ROW Available
2	0/200	0/400	0	0	0	ROW Available
3	0/400	0/600	0	0	0	ROW Available
4	0/600	0/800	0	0	3	
5	0/800	1/000	0	2	5	
6	1/000	1/200	0	0	5	
7	1/200	1/400	0	0	2	
8	1/400	1/600	0	0	1	
9	1/600	1/800	0	0	4	
10	1/800	2/000	0	2	1	ROW Available
11	2/000	2/200	0	0	7	ROW Available
12	2/200	2/400	0	0	0	ROW Available
13	2/400	2/600	1	0	1	ROW Available
14	2/600	2/740	0	0	0	
Total			2	5	42	

Annexure-C**Requirement of Operation and Maintenance:**

Nature of Defect or deficiency		Time limit for repair/rectification
(a) Granular earth shoulders, side slopes, drains and culverts		
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (seven) days
(v)	Damage to or silting of culverts and side drains	7 (seven) days
(vi)	De-silting of drains in urban/semi- urban areas	24 (twenty four) hours
(vii)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
(b) Road side furniture including road sign and pavement marking		
(i)	Damage to shape or position, poor visibility or loss of retro- reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/ twice in a year
(iii)	Damaged/missing sign boards and metal beam crash barrier requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	7 (seven) days
(c) Road lighting		
(i)	Any major failure of the system	24 (twenty four) hours
(ii)	Faults and minor failures	8 (eight) hours

Nature of Defect or deficiency		Time limit for repair/rectification
(d) Trees and plantation		
(i)	Obstruction in a minimum head- room of 5 m above carriageway or obstruction in visibility of road signs	24 (twenty four)hours
(ii)	Removal of fallen trees from carriageway	4 (four) hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
(vi)	Maintenance of Bio-Engineering works	Regularly, as and when required
(h) Other Project Facilities and Approach roads		
(i)	Damage in approach roads, pedestrian facilities, , bus-bays, bus-shelters and Rain Water Harvesting/ Artificial Recharge Unit	15 (fifteen) days
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridges		
(a) Superstructure		

Nature of Defect or deficiency		Time limit for repair/rectification
(i)	Any damage, cracks, spalling/ scaling Temporary measures Permanent measures	within 48 (forty eight) hours within 15 (fifteen) days or as specified by the Authority's Engineer
(b) Foundations		
(i)	Scouring and/or cavitation	15 (fifteen) days
(c) Piers, abutments, return walls and wing walls		
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
(d) Bearings (metallic) of bridges		
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasing of metallic bearings once in a year
(e) Joints		
(i)	Malfunctioning of joints	15 (fifteen) days
(f) Other items		
(i)	Deforming of pads in elastomeric bearings	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	30 (thirty) days

Nature of Defect or deficiency		Time limit for repair/rectification
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g) Hill Roads		
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours
(iii)	Snow requiring clearance	24 (twenty four) hours
(h) BIO-ENGINEERING		
(i)	The successful carried-out of bio-engineering works require follow-up care of the plants while they are at the most vulnerable early stage on the roadside areas. To fulfil these needs, The Engineer may instruct special maintenance activities to be undertaken within defined liability.	As and when required and as directed by Engineer-in-Charge
(ii)	The contractor shall carry out weeding as required throughout the site. All annual weeds and other unwanted plants shall be cut just above the ground and the aerial parts will be used to make compost or mulch for future use. Weed must not be pulled out by the roots since this will disturb the ground surface.	As and when required and as directed by Engineer-in-Charge
(iii)	Weeding should be carried out throughout the growing season. It must be undertaken with particular diligence throughout the growing season.	As and when required and as directed by Engineer-in-Charge
(iv)	The contractor shall carry out mulching as required throughout the site. The desired plants should be kept mulched at all times but a special care must be taken in spring, when the soil moisture deficit is at its greatest.	As and when required and as directed by Engineer-in-Charge
(v)	The contractor shall replace failed, damaged, diseased or very weak plants, using fresh, healthy plants of the same species, at the correct time as per direction of the Engineer-in-charge including replacement of grass plants, replacement of containerized seedlings, and replacement of bio-engineering structures involving hardwood cuttings.	As and when required and as directed by Engineer-in-Charge

(vi)	Site watchers for protection, supervision and prevention of damage to all manner of site works and plants by local people and domestic and wild animals.	As and when required and as directed by Engineer-in-Charge
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[Note: Where necessary, the HPRIDC may modify the time limit for repair/rectification, or add to the nature of Defect or deficiency before issuing the bidding document