

**Government of Jammu & Kashmir,  
Project Management Unit  
Jhelum & Tawi Flood Recovery Project (World Bank Funded)**

BID [TENDER] NO: NEW/JTFRP/PMU/BRIDGES/JAMMU/03/POONCH

**Design and Construction of 165 mtr span (3x55m) (2- Lane) Steel truss motorable bridge with footpaths over Betar nallah including approach roads (Complete Job) at Dalhan in Poonch District.**

**NATIONAL COMPETITIVE BIDDING**

**(Single Envelope Bidding Process without e-Procurement)**

NAME OF WORK: **Design and Construction of 165 mtr span (3x55m) (2- Lane) Steel truss motorable bridge with footpaths over Betar nallah including approach roads (Complete Job) at Dalhan in Poonch District.**

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**PERIOD OF SALE OF BIDDING DOCUMENT** : **FROM 09-09-2019 TO: 14-10-2019**

**TIME AND DATE OF HOURS PRE-BID MEETING<sup>1</sup>** : **DATE : 16-09-2019 TIME 11 AM**

**LAST DATE AND TIME FOR HOURS RECEIPT OF BIDS** : **DATE 14-10-2019 TIME 4:30 PM**

**\* TIME AND DATE OF OPENING HOURS OF BIDS** : **DATE 21-10-2019 TIME 11 AM**

**PLACE OF OPENING OF BIDS: 2<sup>nd</sup> Floor JKPCC Building Railhead Complex Jammu, J&K.**

OFFICER INVITING BIDS

: **Director Technical**

September 2019

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# **INVITATION FOR BIDS**

**(IFB)**

**Government of Jammu & Kashmir,  
Project Management Unit  
Jhelum & Tawi Flood Recovery Project (World Bank Funded)**

**INVITATIONS FOR BIDS (IFB)**

**NATIONAL COMPETITIVE BIDDING**

**Date: 07-09-2019**

**Bid No. NEW/JTFRP/PMU/BRIDGES/JAMMU/03/POONCH**

1. The Government of India has received credit for financing from the World Bank towards the cost of Jhelum & Tawi Flood Recovery Project and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below.
2. Bidding will be conducted through National Competitive Bidding procedures agreed with the World Bank. Bidding is open to all eligible bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011 revised July 2014.
3. Bidders from India should, however, be registered with the Government of J&K or other State Governments/Government of India, or State/Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.
4. The Director Technical, PMU JTFRP invites **sealed bids in single cover** 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 documents at the address given below during office hours.
  - PMU JTFRP office, ERA Commercial Complex, Rambagh Srinagar, J&K.
  - 2<sup>nd</sup> Floor, JKPC Building Railhead Complex Jammu, J&K.
5. Bidding documents may be purchased from the above mentioned addresses office - from **09-09-2019 to 14-10-2019** for a non-refundable fee as indicated in the table below, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable atin favour of Chief Accounts Officer PMU JTFRP .***The bidding documents and addenda if any can also be downloaded from the website [www.jtfrp.in](http://www.jtfrp.in). The***

*cost of bid document in shape of DD should accompany the bid submission failing which the bid will be treated non responsive .*

6. All Bids must be accompanied by a bid security of the amount specified for the work in the table below, drawn in favour of Chief Accounts Officer, PMU JTFRP. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
7. Bids must be delivered to either of the below following addresses :PMU JTFRP office, ERA Commercial Complex, Rambagh Srinagar, J&K. or 2<sup>nd</sup> Floor, JKPCC Building Railhead Complex Jammu, J&K. on or before 14-10-2019 1630 hours and will be publicly opened on 21-10-2019 1100 hours in the presence of the bidders designated representatives who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. Late Bids will be rejected.
8. A pre-bid meeting will be held on 16-10-2019 1100 hours at PMU Office Jammu 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 obtain 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.
9. Other details can be seen in the bidding documents.
10. The address for communication is as under:
  - Name & Designation of Officer : Iftikhar Ahmed Kakroo/ Narinder Kalay.
  - Official Address : PMU JTFRP office, ERA Commercial Complex, Rambagh Srinagar, J&K, 2<sup>nd</sup> Floor, JKPCC Building Railhead Complex Jammu, J&K.
  - Email : dirpmujk@gmail.com/dirpnc@gmail.com
  - Telephone 0194-2437320, 9419153731, 7006966231, 9419194825

Package No	Name of Work	Bid Security (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
	<b>Design and Construction of 165 mtr span (3x55m) (2- Lane) Steel truss motorable bridge with footpaths over Betar nallah including approach roads (Complete Job) at Dalhan in Poonch District.</b>	INR 30 Lacs	INR 10,000/=	18 months, plus DLP of 1 year reckoned from the date of issue of completion certificate.

## **PART 1 – Bidding Procedures**

## **Section I. Instructions to Bidders**

*These Instructions to Bidders shall not be part of the Contract Agreement and shall cease to have effect once the Contract is signed.*

# Section 1 - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII (Works' Requirements) & Invitation for Bids (IFB). The name, identification, and number of contracts of this bidding are **specified in the BDS**.
  - 1.2 Throughout this Bidding Document:
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
    - (c) "day" means calendar day; and
    - (d) "ESHS" 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 the Recipient (hereinafter called "Borrower") **specified in the BDS** has received/applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, towards the cost of the project **specified 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 (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, 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. **Corrupt and**
  - 3.1 The Bank requires compliance with its policy in regard to

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**Fraudulent Practices**

corrupt and fraudulent practices 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), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid 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, a state-owned entity or institution subject to ITB 4.5, or any combination of such entities 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:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the

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same subcontractor in more than one bid; or

- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project 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; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid 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

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address **specified in the BDS.**

- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 Not used.
- 4.7 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.
- 4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the 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**

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**6. Sections of Bidding Document**

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and 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 - Bank Policy-Corrupt and Fraudulent Practices

**PART 2 Work's 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 Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as required by the Bidding Documents.

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- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. (*where electronic downloading of bid document is permitted, the Employer will upload the addenda on the website and it will be the responsibility of the bidders [who downloaded the bidding documents] to search the website for any addenda*). Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and 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 in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after

the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 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 Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

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 Bid**

11.1 The Bid shall comprise the following:

(a) Letter of Bid;

(b) completed Schedules including priced bill of quantities, in accordance with ITB 12 and 14, as **specified in BDS**;

(c) Bid Security, in accordance with ITB 19;

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- (d) alternative bids, if permissible, in accordance with ITB 13;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract, if its Bid is accepted;
  - (g) Technical Proposal in accordance with ITB 16;
  - (h) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria;
  - (i) Contractor Registration certificate (as per IFB); and
  - (j) Any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV (where permitted) 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.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid, Schedules including the Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules 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 (both in figures and words), as identified in Section IV, Bidding Forms alongwith 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**

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**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 shall be made by crossing out, initialling, dating and rewriting.

- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 Discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed
- 14.6 If so indicated in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots/contracts (packages). Bidders wishing to offer any price reduction 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. Price reductions or 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 applicable on 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 alongwith his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.

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.

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| <b>15. Currencies of Bid and Payment</b>                           | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.   |
| <b>16. Documents Comprising the Technical Proposal</b>             | 16.1 | The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as per details stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| <b>17. Documents Establishing the Qualifications of the Bidder</b> | 17.1 | To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.  |
|  | 17.2 | To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section IV (Bidding Forms).   |
| <b>18. Period of Validity of Bids</b>                              | 18.1 | Bids shall remain valid for 90 days or for a period <b>specified in the BDS</b> after the bid submission deadline date 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.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, 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.
  - (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 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, a bid security for the amount **shown in BDS**, for this particular work.
- 19.2 The bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee, issued by a Nationalized/ 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 from a Nationalized or Scheduled Bank located in India;
  - (d) another security **indicated in the BDS**.

*In case of a bank guarantee, the bid security shall be submitted using the Bid Security form included in the 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.*

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- 19.3 If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.
- 19.4 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 of the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 42.
- 19.5 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.
- 19.6 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, or any extension thereto provided by the Bidder in accordance with ITB 18.2 or
  - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 31 or
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 41; 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 42.
- 19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security 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 one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "Alternative" In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives
- 20.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

#### **D. Submission and Opening of Bids**

##### **21. Sealing and Marking of Bids**

- 21.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid including alternatives if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.
  - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer as provided in the BDS pursuant to ITB 22.1;
  - (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
  - (d) bear a warning not to open before the time and date for bid

opening.

- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 21.4 E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**. Bidders submitting bids electronically (when permitted) shall follow the electronic bid submission procedures **specified in the BDS**.
- In the event of the specified date for the submission of Bids being declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.
- 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 Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 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

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on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6.

## 25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 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. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.

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 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification, the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids, the presence or absence of a bid security; and any other details as the Employer may consider appropriate. Only discounts and alternatives and modifications read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid at bid opening (except for late bids, in accordance with ITB 23.1).

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- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any 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 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 31.
- 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. Determination of Responsiveness**
- 29.1 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.
- 29.2 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.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works’ Requirements) have been met without any material deviation, reservations or omissions.
- 29.4 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.
- 30. Nonconformities, Errors, and Omissions**
- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid which do not constitute a material deviation, reservation or omission.
- 30.2 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.

30.3 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 non-conforming item or component in the manner **specified in the BDS**.

**31. Correction of Arithmetical Errors**

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for unit price 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.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.

**32. Conversion to Single Currency**

32.1 Not used.

**33. Margin of Preference**

33.1 Not used.

**34. Sub-contractors**

34.1 Unless otherwise **stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

34.3 Bidders may propose subcontracting upto the percentage of total value of contracts or the volume of works as **specified in**

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**the BDS.** Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

**35. Evaluation of Bids**

- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate a bid, 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, but including Daywork items, where priced competitively;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (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 30.3;
  - (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria;
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 35.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses (with breakdown of unit rates) for any or all items of the Bill of Quantities, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the

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 Contract.

- 36. Comparison of Bids** 36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. 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(s) different from the Bidder.
- 37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## F. Award of Contract

- 39. Award Criteria** 39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract

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Forms called “the Contract Price”).

- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41. Signing of Contract, Publication of award and Recourse to unsuccessful Bidders**
- 41.1 The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept 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. Within 21 days of receipt of Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB Clause 42 and revised construction methodology. 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.
- 41.2 The Employer within 3 weeks of issue of notification of award shall publish in a national website (<http://tenders.gov.in> or [GoI Central Public Procurement Portal](http://GoI_Central_Public_Procurement_Portal) <https://eprocure.gov.in/cppp/>) or on the Employer’s website with free access, the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted the bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 41.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests the Employer in writing to explain on which grounds its bid was not selected.

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- 42. Performance Security**
- 42.1 Within twenty-one (21) days of the receipt of notification of award 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 conditions of contract, subject to ITB 35.5, 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.
- 42.2 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 next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42.3 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 42.1, 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 19.4 and 19.5.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **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 Letter of Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator proposed by the Bidder, 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.

### A. Introduction

<b>ITB 1.1</b>	<p>The Employer is: The Employer is: Chief Executive Officer J&amp;K ERA/JTFRP</p> <p>ERA Complex Rambagh Srinagar                      <b>AND</b></p> <p>JKPCC Building, 2<sup>nd</sup> Floor, Rail Head Complex, Jammu-180012</p>
<b>ITB 1.1</b>	<p>The name of the work is: <i>Design and Construction of 165 mtr span (3x55m) (2- Lane) Steel truss motorable bridge with footpaths over Betar nallah including approach roads (Complete Job) at Dalhan in Poonch District.</i></p> <p>The identification number of the work is: <b><u>NEW/JTFRP/PMU/BRIDGES/JAMMU/03/POONCH</u></b></p>
<b>ITB 2.1</b>	<p>The Borrower is Government of India.</p> <p>The Sub-Borrower is Government of J&amp;K</p> <p>The Employer is: <b>Chief Executive Officer J&amp;K ERA ERA Complex, Rambagh Srinagar, J&amp;K. / JKPCC Building, 2<sup>nd</sup> Floor, Rail Head Complex, Jammu-180012 (J&amp;K)</b></p>
<b>ITB 2.1</b>	<p>The name of the Project is: <i>Jhelum and Tawi Flood Recovery Project.</i></p> <p>Loan or Financing Agreement amount: <i>USD 250 Million.</i></p>
<b>ITB 4.1</b>	<p>Bids from Joint ventures are acceptable.</p> <p>Maximum number of members in the JV shall be: <i>One lead member plus two other members</i></p> <p>Place where the agreement to form JV to be registered is: anywhere in India</p>
<b>ITB 4.4</b>	<p>A list of debarred firms and individuals is available at the Bank's external website <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>.</p>

### B. Contents of Bidding Documents

<b>ITB 7.1</b>	For <b><u>clarification purposes</u></b> only, the Employer's address is: Attention: <i>Director Technical</i> <i>ERA Commercial Complex, Rambagh Srinagar, J&amp;K.</i> <b>JKPCC Building, 2<sup>nd</sup> Floor, Rail Head Complex, Jammu-180012 (J&amp;K)</b>
<b>ITB 7.1</b>	www.jtfrp.in
<b>ITB 7.4</b>	A Pre-Bid meeting <i>shall</i> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: <b>Date:</b> 16-09-2019 <b>Time:</b> 11:00 am <b>Place:</b> PMU Office JKPCC Building, 2 <sup>nd</sup> Floor, Rail Head Complex, Jammu-180012 (J&K)

### C. Preparation of Bids

<b>ITB 11.1 (b)</b>	The following schedules shall be submitted with the bid: (a) original bid security in approved form; (b) Bid Processing Fee towards the cost of the document in approved form (c) Original affidavit regarding correctness of information furnished along with their Technical bid. (d) JV agreement in case of bid is submitted as a JV. <i>e) Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid. In the case of Bids submitted by an existing or intended JV, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.</i>
<b>ITB 11.1 (j)</b>	NA
<b>ITB 13.1</b>	Alternative bids <i>shall not be</i> permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>shall</i> not be <i>subject</i> to adjustment during the performance of the Contract.
<b>ITB 18.1</b>	The bid validity period shall be: 120 days.

<b>ITB 19.1</b>	The Bidder shall furnish a bid security in the amount of INR 30 lacs <b>(Thirty Lac Indian Rupees only )</b>
<b>ITB 19.2 (d)</b>	Other types of acceptable securities are:  Fixed Deposit/Time Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable as bid security provided it is pledged in favour of <i>Chief Accounts Officer JTFRP</i> , and such pledging has been noted and suitably endorsed by the bank issuing the certificate.
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <i>two</i>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:  <i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i> <i>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members</i>

#### D. Submission and Opening of Bids

<b>ITB 21.1 &amp; 22.1</b>	Electronic bidding is not permitted; bidders <b>shall not have</b> the option of submitting their bids electronically.
<b>ITB 22.1</b>	For <b><u>bid submission purposes</u></b> only, the Employer's address is Attention: Director Technical <ul style="list-style-type: none"> <li>• PMU JTFRP office, ERA Commercial Complex, Rambagh Srinagar, J&amp;K.</li> <li>• 2<sup>nd</sup> Floor, JKPC Building Railhead Complex Jammu, J&amp;K.</li> </ul> Country: INDIA  <b>The deadline for bid submission is:</b> <b>Date:</b> 14-10-2019 <b>Time:</b> 1630 hours  <b>Electronic bidding is not permitted.</b>
<b>ITB 25.1</b>	The bid opening shall take place at: 2 <sup>nd</sup> Floor, JKPC Building Railhead

	Complex Jammu, J&K.
<b>ITB 25.1</b>	Electronic bidding is not permitted, bids <b>shall not be opened</b> electronically.

### **E. Evaluation and Comparison of Bids**

<b>ITB 25.3</b>	The Letter of Bid and Priced Bill of Quantities/Financial Proposal shall be initialled by representatives of the Employer conducting Bid opening: <i>Each Bid shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Employer.</i>
<b>ITB 30.3</b>	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.
<b>ITB 34.1</b>	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.
<b>ITB 34.3</b>	<p>(A) After award of the Contract, the subcontracting of any part of the work, except for those subcontractors and sub consultants nominated in the Bid, shall require the prior written consent of the Owner. Notwithstanding such consent, the Bidder shall remain responsible for the acts, defaults, and neglects of all subcontractors and sub consultants during Contract implementation.</p> <p>(B) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>30% of the total contract amount</i></p> <p>(C) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.</p> <p>(D) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>

<b>ITB 42.1 and 42.2</b>	The successful Bidder shall also be required to submit performance security equal to 5% of accepted contract amount and an Environmental, Social, Health and Safety (ESHS) Performance Security equal to 1% of accepted contract amount. .
<b>ITB 43.1</b>	The Adjudicator/Dispute Review Expert proposed by the Employer <b><i>shall be decided at the time of signing the Contract agreement</i></b> . The daily fee for this proposed Adjudicator/Dispute Review Expert shall be: INR 5000.

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## Section III - Evaluation and Qualification Criteria

### 1. Evaluation

After determining the lowest-evaluated bid in accordance with ITB 35.2(a) – (e), the client shall carry out the post qualification of the Bidder in accordance with ITB 37.1 – 37.3, using only the specified Qualification Criteria.

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

#### 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 (Works' 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*].

#### 1.2 Multiple Contracts if permitted under ITB 35.4, will be evaluated as under: Not applicable

## Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Partner	One Partner	

### 2.1 Eligibility

2.1.1	<b>Nationality</b>	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Forms ELI –1.1 and ELI-1.2 With attachments
2.1.2	<b>Conflict of Interest</b>	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3	<b>Bank eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4.& 4.7.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4	<b>Government Owned Entity</b>	Applicant required to meet conditions of ITB-A Sub-Clause 4.5. The entity should not be a dependent agency of the borrower or sub-borrower or Employer.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments
2.1.5	<b>United Nations resolution or Borrower's country law</b>	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 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Partner	

### Historical Contract Non-Performance

2.2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>2</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2014 .	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2
2.2.2	<b>Suspension due to withdrawal of the Bid within Bid validity</b>	Not under suspension due to withdrawal of the Bid pursuant ITB 19.6.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
2.2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2014	Must meet requirement by itself or as partner to past or existing JV	Must meet requirement	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON - 2
2.3	<b>Declaration: Environmental, Social, Health, and Safety (ESHS) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or regulations in the past five years <sup>4</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

<sup>3</sup>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.



Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	One Member

### 2.3 Financial Situation and Performance

2.3.1	<b>Financial Capabilities</b>	<p>(a) 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 <b>INR 7 Crores</b> for the subject contract(s) net of the Bidders other commitments</p> <p>(b) 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</p>	<p>(a) Must meet requirement</p> <p>(b) ) Must meet requirement</p>	<p>(a) Must meet the requirement</p> <p>(b) ) Must meet requirement</p>	<p>(a) Must meet at least 25% of the requirement as a minimum</p> <p>N/A</p>	<p>(a) Must meet at least 50% of the requirement as a minimum</p> <p>N/A</p>	Form FIN - 3.1 with attachments
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Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		(c) 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 <i>five</i> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	(c) Must meet requirement	N/A	(c) Must meet requirement	N/A	
2.3.2	<b>Annual Construction Turnover</b>	Achieved in at least two financial years (in the last five years) a minimum annual financial turnover <sup>5</sup> in civil engineering construction work of <b>INR 40Crores [Forty Crore Rupees]</b> calculated as total certified payments received for contracts in progress or completed,	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%) of the requirement	Must meet fifty percent (50%) of the requirement	Form FIN - 3.2

<sup>5</sup> At price level. Financial turnover of previous years shall be given weightage @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	

## 2.4 Experience

<b>2.4.1</b>	<b>General Construction Experience</b>	Experience under construction contracts for similar works such as those pertaining to civil construction contract works in the role of contractor, JV member, sub-contractor, or management contractor for at least the last five [5] years prior to the bid submission deadline.	Must meet requirement	N/A	Must meet requirement of having executed works of similar nature	N/A	Form EXP – 4.1
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Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4.2 (a)	<b>Specific Construction Experience</b>	Bidder should have successfully completed as a prime contractor, JV member <sup>6</sup> , management contractor or sub-contractor, minimum One (1) civil contract substantially within the last five (5) years(FY2014-2015.to FY 2018-2019), with a value <sup>7</sup> of at least INR 16 Crores involving RCC/ cement concrete, structural steel work in built up sections for bridges & bituminous for roads & bridges as a major component	Must meet requirement	Must meet requirement	Must meet requirement for one contract of 25% value	Must meet requirement for one contract of 50% in value	Form EXP 4.2(a). The contractor should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.
<p><i>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated</i></p>							

<sup>6</sup> 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.

<sup>7</sup> At 2018-2019 .price level. Cost of completed works of previous years shall be given weightage @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.



Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	

**2.4.2 (c)** For a bidder (either individually as a single entity or as a JV partner) to qualify for a group of lots (contracts), he must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for all the contracts in question.

**2.4.2 (d)** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:

Assessed Available bid capacity =  $(A*N*2-B)$

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 ..... 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.*

**2.4.2  
(e)**

Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: -

- made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works, not properly completion or financial failures etc.
- consistent history of litigation or arbitration awards against the bidder or any partner or the joint venture.
- Participated in the previous bidding (if this is a re-bidding) for the same work and had quoted unreasonably high bid price and could not furnish any rational justification for the same to the employer.

## 2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements. The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

S. No	Designation of Personnel (Position)	No.	Minimum Qualification with minimum experience
1.	Project Manager	1	B.E Civil +10Years Exp
2.	Site Engineer	2	B.E Civil +3Years Exp
3	Plant Engineer	1	B.E Mech. + 3 Years Exp. Or Dip. Mech.+ 7 Years Exp.
4	Quantity Surveyor	1	B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 7 Years Exp.
5.	Soil & Material Engineer	1	B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 7 Years Exp.
6.	Survey Engineer	1	B.E Civil+5 years Exp. Or Dip. Civil + 8 years Exp.
7	Environment, Health and Safety Engineer	1	Graduate in Civil or Environmental Engineering with specialization and / or additional qualification in Occupational Health and Safety minimum 10 years of experience

The Bidder must not have in his employment:

- [i] A near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of Jhelum Tawi Flood Recovery Project / JKERA.
- [ii] Without Employers permission, any person who retired as gazetted officer within the last one year.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

## 2.6 Equipment

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

S.No.	Equipment Type and Characteristics	Minimum Number required
1	Earth moving Equipment for construction	2
(a)	Excavators	
(b)	Backhoe Loaders	2
(c)	Motor Graders	1
2	Mechanical winch with jib complete assembly	2

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3	Welding units	2
4	Dumpers/trucks/tippers	6
5	Submersibles pumps	6
6	Generator 63 KVA meeting CPCB standards	2
7	Hydraulic Launching machine	2
8	Computerised Concrete weigh batching plant	1
9	Portable quality control lab	1
10	Transit mixer with concrete pump	2
11	Smooth Wheeled Roller	2
12	Vibratory Roller	2
13	Water Tanker	2
14	Tower Cranes	1
15	Vibrators of different capacities	10
16	Total Stations	2 nos.

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

## **Section IV - Bidding Forms**

## Letter of Bid

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

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

Date: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: *(Insert name of the Employer)*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (d) The total price of our Bid, excluding any discounts offered in item (e) below is:  
  - In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures];***
  - In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures];***
  - In case of multiple lots, total price of all lots (sum of all lots) ***[insert the total price of all lots in words and figures];***
- (e) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: ***[Specify in detail each discount offered.]***
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: ***[Specify in detail the method that shall be used to apply the discounts]*** \_\_\_\_\_;
- (f) Our bid shall be valid for a period of \_\_\_\_\_ ***[insert validity period as specified in ITB 18.1.]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) We accept the appointment of ***[insert name proposed in Bid Data Sheet]*** 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 appointed<sup>8</sup> as Adjudicator, whose daily fees and biographical data are attached;

- (h) If our bid is accepted, we commit to obtain a performance security *[and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable]* in accordance with the Bidding Document;
- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council (ITB 4.7);
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5<sup>9</sup>;
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>10</sup> *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative:

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

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

<sup>8</sup> In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 43, the replacement should also be proposed from the list of same institution.

<sup>9</sup> Use one of the two options as appropriate.

<sup>10</sup> If none has been paid or is to be paid, indicate "none".

**sign the Bid**

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

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

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

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

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

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## **Financial Bid**

*The financial Bid shall be submitted along with the Technical bid in a Single Envelope.*

## 2. Financial Part

### Letter of Bid – Financial Part

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

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

Date: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: *(Insert name of the Employer)*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part: In

submitting our Bid, we make the following declarations:

- (a) Our bid shall be valid for a period of \_\_\_\_\_ *[insert validity period as specified in ITB 18.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:

-In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures];*

-In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures];*

-In case of multiple lots, total price of all lots (sum of all lots)*[insert the total price of all lots in words and figures]*;

(c) The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

(d) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>1</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

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

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

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

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

<sup>1</sup>If none has been paid or is to be paid, indicate “none”.

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

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

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

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## Appendix to Financial Part

### Price Schedules

#### Appendix to Financial Part

##### Price Schedule

<b>Schedule 1; Grand Summary of Prices</b>			
<b>No.</b>	<b>Component</b>	<b>Price (INR)</b>	
		<b>In Figures</b>	<b>In Words</b>
1	Total Bid Price –Schedule 2: For Design and other investigations/reports and input data, inclusive of all taxes etc.		
2	Total Bid Price –Schedule 3: For The Construction Works inclusive of all taxes etc.		
<b>Grand Total Bid Price in Figure (INR)</b>			
<b>Grant Total Bid Price in Words (INR)</b>			

<b>Schedule 2: Price breakup for design services</b>		
<b>No.</b>	<b>Component</b>	<b>Amount (INR)</b>
1.	Cost of topographical survey and investigation as may be required for the completeness of entire work as defined in works requirement.	
2.	Cost of preparing the general arrangement, structural design and drawings for the entire scope of work as defined in the works requirement	
3.	Cost of preparing the design and drawings for services as may be required for the entire scope of work as defined in works requirement	
4	Cost of conducting the social impact assessment and preparing the social assessment report as may be required to meet the world bank and other statutory requirement.	
5	Cost of conducting the environmental impact assessment and preparing the report as may be required to meet the world bank and other	

<b>Schedule 2: Price breakup for design services</b>		
<b>No.</b>	<b>Component</b>	<b>Amount (INR)</b>
	statutory requirement.	
6	Any other design and services as may be required for the completeness of work in all respect	
<b>Total Amount in Figure (INR)</b>		
<b>Total Amount in Words (INR)</b>		

<b>Schedule 3: Price breakup for the construction works</b>		
<b>No.</b>	<b>Component</b>	<b>Amount (INR)</b>
1.	Construction of bridges including all structural members as may be required for the completeness of work in all respect.	
2	Nallah training works as specified in scope of work	
3	Construction of approach roads as specified in scope of work	
<b>Total Amount in Figure (INR)</b>		
<b>Total Amount in Words in (INR)</b>		

**Note:**

- 1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer:ITB Clause 14.2 and GCC Clause 41.3)*

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**2.1 Multiple Contracts if permitted under ITB 35.3, will be evaluated as under.**

Not Applicable

**2.2 Other Criteria** (if permitted under ITB 35.1 (f))

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: Not Applicable

## Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>11</sup> (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the construction of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Invitations for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>12</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 31;

or

- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, and if required, the Environmental, Social, Health and Safety (ESHS)

<sup>11</sup> *Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.*

<sup>12</sup> *The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

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Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date \_\_\_\_\_<sup>13</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK  
\_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

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[signature, name, and address]

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

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<sup>13</sup> 45 days after the end of the validity period of the Bid.

# Technical Proposal

## Technical Proposal Forms

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Environmental, Social, Health, and Safety Management (ESHS) Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Equipment**
- **Personnel**
- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (*for each the qualifications and experiences on the identified subcontractor in the relevant field should be given.*)**
- ***Note: Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable.***
- **Others**

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## **Technical Proposal – Site Organization**

*[Insert Site Organization information]*

## **Technical Proposal – Method Statement**

*[insert method Statement – 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 mile stones]*

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## **Technical Proposal – Mobilization Schedule**

*[Insert Mobilization Schedule]*

## **Technical Proposal – Construction Schedule**

*[Insert Construction Schedule]*

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## **Technical Proposal – Sub Contracting**

*[Insert proposal of sub-contracting elements of works amounting to more than 10% of the bid price for each element and indicate the name of the sub-contractor, its qualifications and experiences to execute that element satisfactorily]*

## **ESHS Management Strategies and Implementation Plans**

### **(ESHS-MSIP)**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (j) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements described in Section VII.

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## **Code of Conduct: Environmental, Social, Health and Safety (ESHS)**

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (j) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

In addition, the Bidder shall submit an outline of 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.

## Forms for Personnel

### Form PER – 1: Proposed Personnel

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

S. No.	Position	Name	Qualification	Years of Experience	Years of Experience in proposed position			
					Road * works	Building* works	Others*	Total
	<i>[Environmental Specialist#]</i>							
	<i>[Health and Safety Specialist#]</i>							
	<i>[Social Specialist#]</i>							

(\* Modify this as appropriate to suit the works for which bids are invited,  
# As listed in Section III)



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:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<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): \_\_\_\_\_



## Form SC-Sub Contracting

### SCHEDULE OF SUBCONTRACTORS

Item	Element of work	Approximate value of sub-contract	% 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 proposes 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).*

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## **Bidder's Qualification**

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

## **Form-ELI -1.1: Bidder Information Form**

Date: *[insert day, month, year]*

NCB No. and title: *[insert NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>1.1 Bidder Information</b>			
Bidder's legal name			
In case of JV, legal name of each member			
Bidder's country of constitution			
Bidder's year of constitution			
Bidder's legal address in country of constitution			
Bidder's authorized representative  (name, address, telephone numbers, fax numbers, e-mail address)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> <li>1. In case of single entity, articles of incorporation or constitution of the legal entity names above, in accordance with ITB 4.1 and 4.3.</li> <li>2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</li> <li>3. In case of JV, letter of intent to form JV or JV agreement: in accordance with ITB 4.1 read with BDS</li> <li>4. In case of government-owned entity, documents establishing legal and financial authority and compliance with the principles of commercial law in accordance with ITB 4.5 read with Sub-clause 2.1.4 of Qualification Criteria.</li> <li>5. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol>			

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## **Form-ELI -1.2: JV Information Form**

(Where permitted as per BDS ITB 4.1)

*Each member of a JV must fill in this form*

Date: *[insert day, month, year]*

NCB No. and title: *[insert NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>JV/Specialist Subcontractor Information</b>			
Bidder's legal name			
JV Member's legal name			
JV Member's country of constitution			
JV Member's year of constitution			
JV Member's legal address in country of constitution			
JV Member's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)			
Attached are copies of the following original documents.  <ol style="list-style-type: none"><li>1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 read with BDS.</li><li>2. Authorization to represent the firm names above, in accordance with ITB 20.2.</li><li>3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5 read with Sub-Clause 2.1.4 of Qualification Criteria.</li><li>4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li></ol>			

## Form ELI -1.2 A

### Specialized Subcontractor's Information Form (to be completed for each Specialized Subcontractor)

Date: *[insert day, month, year]*

NCB No. and title: *[insert NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Bidder's legal name:

Specialized Subcontractor's legal name:

Specialized Subcontractor's country of registration:

Specialized Subcontractor's year of constitution:

Specialized Subcontractor's legal address in country of constitution:

Specialized Subcontractor's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
- Authorization to represent the Specialized Subcontractor.

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**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

<b>PARTICIPATION DETAILS</b>	<b>FIRM 'A' (Lead Member)</b>	<b>FIRM 'B'</b>	<b>FIRM 'C'</b>
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on proposed contribution of each)			

The Joint Venture should indicate the details of participation as above.

## Form CON – 2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

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

*Bidder's Name: [insert full name] Date: [insert day, month, year]*

*Joint Venture Party Name: [insert full name]*

*NCB No. and title: [insert NCB number and title]*

*Page [insert page number] of [insert total number] pages*

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the ( <i>number</i> ) years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the ( <i>number</i> ) of years specified in Section III, Qualification Criteria and Requirements, requirement 2.2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (in Indian Rupees)
<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 non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3 as indicated below.			

<b>Year of dispute</b>	<b>Amount in dispute (Rupees)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rupees)</b>
<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**

- No litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4.
- Litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4 as indicated below.

<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rupees)</b>
<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>

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

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

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's or Specialized Subcontractor's Name: \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> 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 2.2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> 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 2.2.5. 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 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</i>	<i>[insert amount]</i>

		<i>main reason(s)</i>	
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
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 GBV/ SEA breaches]</i>		<i>[insert amount]</i>

## Financial Situation

### FORMAT 3.1 Historical Financial Performances

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JV Member Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

<b>SUMMARY OF FINANCIAL STATEMENTS</b>								
<b>Name of bidder/JV Member:</b>								
<b>(Equivalent Rs. Million)</b>								
	S. No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance Sheets
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1.	Total Assets						
	2.	Total Turnover						
	3.	Current Assets						
	4.	Current Assets + Loan & Advances						
	5.	Total Liabilities						
	6.	Current Liabilities						
	7.	Current liabilities & provision						
	8.	Profit before Interest and Tax						
	9.	Profit before Tax						
	10.	Profit after Tax						
	11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-(revaluation reserves + Miscellaneous expenditure not written off) Depreciation						
	12.	Current Ration (2)/(5)						
	13.	Net cash accruals= Profit after Tax + depreciation						
	14.							

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.

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## 2. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 2.3.1.

The financial statements shall:

- (a) reflect the financial situation of the *Bidder* or member to a JV, and not sister or parent companies.
  - 1. (b) be audited by a certified Chartered Accountant.
  - 2. (c) be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the *[number]* years required above; and complying with the requirements (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)
  - Attached is a copy of certificate given from the commercial bank assuring cash flow (working capital for contraction) in the format attached.

## FORM FIN – 3.1(A)

### FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW [To be given from a Nationalized or Scheduled Bank in India]

#### Clause 2.3.1(b) of Section II – 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. \_\_\_\_\_ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

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

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

*If the contract for the work, namely ..... [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. .... to meet the working capital requirements for executing the above contract.*

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

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## Form FIN - 3.2

### Annual Construction Turnover

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

Bidder's/Joint Venture Member's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Party Legal Name: *[insert full name]*

NCB No. and title: *[insert NCB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data (construction only)*		
Year	Amount in Rupees	
<i>[indicate year]</i>	<i>[insert amount]</i>	

\* *Annual construction turnover calculated as total certified payments received for work in progress or completed, for 5 years. Specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.2. This should be certified by a Chartered Accountant.*

## JOINT VENTURE

<b>Names of all members of a joint venture</b>
<b>1. Member in charge</b>
<b>2. Member</b>
<b>3. Member</b>

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

<b>Annual Turnover Data (construction only; in Rupees *)</b>							
<b>Member</b>	<b>Form 2 page no.</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Average</b>
<b>1. Member in charge</b>							
<b>2. Member</b>							
<b>3. Member</b>							
<b>TOTALS</b>							

**\* To be certified by a chartered accountant**

### **1. Name and address of Bankers to the Joint Venture**

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Provide details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of joint Venture which should lay down responsibility regarding work and financial arrangements in respect of each of the firm in the Joint Venture (Refer also ITB Clause 4.1).

## 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/Joint Venture Member's Legal Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Party Legal Name: *[insert full name]*  
 NCB No. and title: *[insert NCB number]*  
 Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past [5] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.]*

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
<i>[indicate month/year ]</i>	<i>[indicate month/year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>

## Form EXP - 4.2(a) Similar Construction 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/Joint Venture Member's Legal Name: [insert full name]*

*Date: [insert day, month, year]*

*JV Party Name: [insert full name]*

*NCB No. and title: [insert NCB number and title]*

*Page [insert page number] of [insert total number] pages*

**(A) 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 years<sup>14</sup>. *[Attach certificate from the Engineer-in-charge.]*

Project Name	Name of Employer	Description of work	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

<sup>14</sup> Immediately preceding the financial year in which bids are received.

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

Bidder's/ Joint Venture Member's Legal Name: *[insert full name]* Date: *[insert day, month, year]*

*JV Party Name: [insert full name]*

Nominated Sub-contractor's Legal Name<sup>15</sup>

*NCB No. and title: [insert NCB number and title]*

*Page [insert page number] of [insert total number] pages*

**(B) Quantities of work executed as prime contractor or Sub-Contractor** (in the same name and style) in the last five years:<sup>16</sup>

Year	Name of the Work	Name of the Employer *	Quantity of Work performed (cum) @				Remarks * (indicate contract agreement Ref for each year)
			Cement Concrete	Masonry	Earth Work	Piling	
20...20...							
20...20...							
20...20...							
20...20...							
20...20...							

**@ the items or work for which date is requested should tally with that specified in Qualification Criteria**

**\* Attach certificates from Engineer in-charge**

<sup>15</sup> If applicable

<sup>16</sup> Immediately preceding the financial year in which bids are received.

## Form for Current Contract Commitments/Works in Progress

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

(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 <sup>17</sup> 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)

<sup>17</sup> Attach certificate(s) from the Engineer(s)-in-Charge.

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(B) Works for which bids already submitted and likely to be awarded – 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)

(Name of the Project)

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

(Bidder's Name and Address)

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

Dear Sir:

Re: [Name of Work].....

Certificate for Import/Procurement of Goods/Construction Equipment

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

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.
<b>Goods</b>						
[a] Bitumen						
[b] Cement						
[c] Steel						
<b>Construction Equipment</b>						

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 alongwith the bid.

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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.*

## **Section V - Eligible Countries**

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

1. In reference to ITB 4.7, 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 4.7 (a) and 5.1 : *None*

Under ITB 4.7 (b) and 5.1 : *None*

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## Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

### Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

#### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>18</sup> In pursuance of this policy, 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;<sup>19</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>20</sup>
  - (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;<sup>21</sup>
  - (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;<sup>22</sup>
  - (v) “obstructive practice” is
    - (aa) 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;

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<sup>18</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>19</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>20</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>21</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>22</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

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

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>23</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>24</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>23</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>24</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

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## **PART 2 – Works Requirements**

### **Section VII – Works’ Requirements**

#### **1. About the Project**

##### **1.1. Project Background**

The Jammu & Kashmir region owing to its geographical and geo-climatic setting is a multi-hazard prone region that has experienced natural disasters like earthquakes, floods, landslides, avalanches, high velocity winds, and snowstorms. Most parts of the Kashmir Valley fall in Seismic Zone V. The rest of the State falls in the Seismic Zone IV. Floods and flash floods are also frequent. Floods generally occur in the summer when heavy rains are followed by snowmelt. Flooding of the river Jhelum is the main cause of floods in the region. Floods also occur occasionally in Jammu and neighboring districts.

In September 2014, the northern region of India experienced torrential monsoon rains in the region causing major flooding and landslides. The continuous spell of rains from September 2nd to 6th, 2014, caused Jhelum and Chenab Rivers as well as many other streams/tributaries to flow above the danger mark. The Jhelum River also breached its banks flooding many low-lying areas in Anantnag, Srinagar and adjoining districts. In many districts, the rainfall exceeded the normal by 600 percent. The Indian Meteorological Department records precipitation above 244.4 mm a extremely heavy rainfall, and the region received 588 mm of rain fall in June- September period, as against the normal 477.4 mm. For example, the district of Qazigund recorded 550 mm of rainfall in 6 days as against a historic normal of 6.2 mm over the same period.

Due to the unprecedented heavy rainfall, the catchment areas particularly the low laying areas were flooded for more than two weeks. Some areas in urban Srinagar remained flooded for 28 days. Water level was as high as 27 feet in many parts of Srinagar. The areas from the main tributaries of river Jehlum vis-a vis Brengi nallah, Vishav nallah, Lider nallah and Sundran nallah started overflowing due to the heavy rainfall causing water levels in Jhelum river to rise. Subsequently, the discharge of the river Suran was 200 thousand cusecs as against an average 50 thousand cusecs. With the excessive discharge of water, the river Suran affected the basin areas and also took a different course at various locations causing damages to the surrounding villages in the catchment area. Water level also increased in rivers of Chenab and Tawi, both of which the water flowing above normal levels. Due to the rivers overflowing nearly 20 districts were impacted. The total damage and loss caused by the flood is about INR 211,975 million, most of it to housing, livelihoods, and roads and bridges, which combined represented more than 70% of the damages in terms of value.

The project “Jhelum &Tawi Flood Recovery Project” will focus on restoring critical infrastructure using international best practice of resilient infrastructure. Given the region’s vulnerability to both flood and earthquakes, the infrastructure will be designed with upgraded resilient features, and will include contingency planning for future disaster events. Therefore,

a study followed by detailed reports on flood management aims at both restoring essential services disrupted by the floods and improving the design standards and practices to increase resilience.

## **1.2. Project Objective:**

The project objective is to support the recovery and increase disaster resilience in ‘Project Areas’, and increase the capacity of the project implementing entity to respond promptly and effectively to an eligible crisis or emergency.

- 1.3. Sub Project Description :** The sub project is Design and Construction of 165 mtr Span(3x55m) (2- Lane) Steel truss motorable bridge with footpaths over Betar nallah including approach roads **(Complete Job) at Dalaan** in Poonch District”.

During floods of 2014, village Dalaan, Degwar Maldayalan in Poonch district remained disconnected from rest of the population for many days, as the existing bridge was washed away during the floods. Due to the washing away of bridge, the inhabitants living in the vicinity had to face a lot of hardships and thus the construction of new bridge can benefit more than fifty thousand population residing in the vicinity of the sub-project.

## **1.4 Project Beneficiaries:**

The primary beneficiary would be the communities in the district that were affected by loss of public service infrastructure that will be restored and improved under the project. By strengthening disaster risk management systems and institutions, the project will benefit the entire affected region.

## **1.5 Project Component**

The project is comprised of the following seven components: (i) Reconstruction and strengthening of critical infrastructure. (ii) Reconstruction of roads and bridges. (iii) Restoration of urban flood management infrastructure. (iv) Restoration and strengthening of livelihoods. (v) Strengthening disaster risk management capacity. (vi) Contingent emergency response and (vii) Implementation support.

Construction of Bridges is the part of Component-(ii)

## **1.6 Project Funding:**

The Government of India has received a loan from the World Bank towards the cost of “Jhelum & Tawi Flood Recovery Project” for Government of Jammu & Kashmir and intends to apply a part of the proceeds for construction of Bridges at different locations of Jammu & Kashmir.

## **1.7. Purpose of the project**

Construction and strengthening of critical infrastructure.

## **2. Works Requirement**

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## 2.1 GENERAL

JTFRP intends to carry out the work of “Design and Construction of 165 mtr Span (3x55m) (2- Lane) Steel trussed motorable bridge with footpaths over Betar nallah including approach roads (**Complete Job**) at **Dalaan** in Poonch District”.

The Contractor shall undertake the design, construction, manufacture, supply, installation, testing and commissioning of the Bridge Structure including associated approaches on both sides and other misc. works and without limitation, the design, construction and removal of any Temporary Works on Design Build lump sum basis.

The Contractor design submissions shall include Design Basis Report; Detailed Design and drawings for temporary permanent works and As-built Drawings;

The design of the Works shall be based on latest IRC codes. The construction of the Works shall comply with the MORTH Specifications of Road and Bridge works.

## 2.2 SCOPE OF WORKS

The activities required to be carried for completion of the Project shall include but not limited to:

- i. Conducting topographical survey covering full right of way, soil investigation, Geotechnical investigation to assess bearing capacity of foundation soil and hydraulic investigation of bridge & approach roads.
- ii. Preparing detailed structural design and drawings confirming to latest IRC codes & MORTH specifications applicable at the time of bidding. GAD showing the specific requirements of the bridge and approaches are attached in Drawings Volume.
- iii. Conducting the environmental and social safe guard screening and preparing the screening report to meet the World Bank and other statutory requirement.
- iv. Conducting the social impact assessment and preparing the social assessment report as may be required to meet the World Bank and other statutory requirement.
- v. Conducting the environmental impact assessment and preparing the report as may be required to meet the World Bank and other statutory requirement.
- vi. Getting approvals / permissions / permits of the statutory / local / governmental agencies.
- vii. Construction of all components of bridge and approach road and miscellaneous works as may be required for the completeness of work in all respect.
- viii. Submission of the completion (i.e. ‘as-built’) drawings and other related documents, both a hard copy and the soft copy in Auto CAD and other software used for the purpose.
- ix. Clearance of site before Handing over of the facilities after fulfilling all the obligations under “Works Requirement”.
- x. Temporary erosion and sedimentation controls.
- xi. All Temporary works including stream diversions, coffer dams and shoring, shuttering and any other associated works.
- xii. Scour protection and nallah/river training works.
- xiii. The contractor shall prepare and submit (1) General Drawings – Key Plan and Alignment drawing showing the location of site for the bridges & approach

- roads (2) Civil Works Drawings – Containing the indicative General Arrangement Drawing (GAD) for bridge, protection works, approach roads etc. Which shall include (i) General Arrangement Drawing of the Bridge (ii) General Arrangement Drawing showing Typical Abutment and Foundation (iii) General Arrangement Drawing showing Typical Pier and Foundation. The detailed site plan, L-section, X-section with location of proposed x-drainage & protection work of approach roads (3) Mix designs of Concrete and for road works.
- xiv. The Contractor shall undertake the design, construction, manufacture, supply, installation, testing and commissioning of Bridge Structures including associated approaches on both sides and other misc. works and without limitation, the design, construction and removal of any Temporary Works on Design Build lump sum basis. The Contractor design submissions include Inception Report; Technical Design (including various reports, plans, methods and schemes, calculations, analysis, Manuals, Specifications etc); Construction Design (means a set of design, drawings and documents in respect of each of the element of the Permanent Works) and As-built Documents; Key Plan and Alignment Drawings showing the alignment on bridge and its approaches; Design Data (means the data as identified to be required by the Contractor for design of the Permanent Works).
- xv. The design of the Works shall be based on Design Criteria, IR Codes and Manuals, IS Codes, IRC Codes (as applicable), other International Codes (as applicable), MoRTH Specifications (latest edition). The design and construction of the Works shall comply with the Relevant Documents, other relevant codes, standards as applicable and consented by the Employer. Contractor shall maintain well equipped site laboratory for the testing of construction materials and mix designs.
- xvi. The contractor shall prepare and submit (1) General Drawings – Key Plan and Alignment drawing showing the location of site for the bridge along with approach roads (2) Civil Works Drawings – Containing the indicative General Arrangement Drawings (GAD) for bridge, approach roads, protection works etc. Which shall include (i) General Arrangement Drawing of the Bridge & approach road (ii) General Arrangement Drawing showing Typical Abutment and Foundation (iii) General Arrangement Drawing showing Typical Pier and Foundation (iv) General Arrangement Drawing showing Typical steel Girder (v) Earthing Arrangement at Bridge.
- xvii. **Design and Construction Phases** (1) The Contractor shall execute the Works in two phases - the Design Phase and the Construction Phase. (2) The Design Phase shall start from the Commencement Date and shall include the completion and submission of the Inception Design and the Technical Design. (3) The Design Phase shall be considered complete upon the issue of a “Notice of No Objection” in respect of the last Technical Design Submission and completely forms the Technical Design for the whole of the Works, duly proof checked including input data by TAQAC hired under the Project. (4) The Construction Phase for the whole or a part of the Works shall commence immediately upon the issue of a Notice of No Objection in respect of the relevant Technical Design Submission, subject to the availability of the Site in accordance with the agreed programme for site hand over by the Employer.

However, construction shall not be commenced until the appropriate Construction Technical Drawings and other documents forming the Construction Design Package have been endorsed as "Request for Construction" through the Contractor's Internal Authorizing Process and the request is approved by an issue of "Notice of No Objection" by the Engineer in accordance with the procedures in the Employer's Requirements - Design. (5) The Construction Phase shall include the completion and submission of the Construction Design and the As-Built Documents.

- xviii. Site Surveys and Investigations** Prior to the validation of the alignment of bridges and their approaches and reviews of the various Reference Drawings by the Contractor, the Contractor shall carry out validation of any data if provided by the Employer and any additional surveys if considered necessary by the Contractor including any other geotechnical investigations to commence his design. Validation of the data and any additional surveys as considered necessary by the Contractor and geotechnical investigations are particularly important in this Contract which imposes on the Contractor a single point responsibility for the whole design and construction of the Works. The Contractor shall plan and programme those validation and additional surveys and investigations required to commence the design of Works and develop them to the Survey Plan and Programme. The Contractor shall summarise the results of Validation of Data and Additional Survey including all the site surveys and investigations in to different reports which shall form part of the Survey Report, and shall be submitted to the Engineer for his consent. The Contractor shall continue to be solely responsible for the accuracy and entirety of all the site surveys and investigations including Traverse Survey, Topographic Survey, Centre Line Survey and Geotechnical Investigations etc. throughout the Contract. Any 'Notice of No Objection' from the Engineer does not absolve the Contractor from his responsibility for accurately designing the Alignment and setting out the Works within the available Right of Way.
- xix. Approach roads :**
- xx. Following works are likely to be executed for the construction of approximately 450 mtr length of approach roads on each side:**

Earthwork in Excavation in cutting & filling(embankment) for approach roads
Drainage Crossings to be constructed in approach road:
1.0 mtr dia 2 Nos. NP4 HPC
2 No. 3 <sup>m</sup> x 3 <sup>m</sup> RCC Box Culvert
Pucca drain
Walling (Protection work for approach road):
RCC Retaining Wall for 30 mtr. Length of both the approaches Ht. av. 14 <sup>m</sup>
B/Wall av. Ht. 3.0 mtr
Pitching of slopes of right side approach road along with toe walls
Flexible Pavement (For approach roads)
150 mm thick Drainage layer-GSB with crushed aggregates
150 mm thick WBM G-II
75 mm thick WBM G-III

50 mm thick Bituminous Macadam
25 mm thick OGPC with Seal Coat, Road furniture, Thermoplastic paint, parapets, footpaths. The approach road shall be of double lane standards for 15mtrs. Length on either side & rest shall be of single lane standards.

#### Xxi Nallah training works : 150 mtrs upstream and downstream both sides of Bridge

The contractor shall conduct detailed topographical surveys, design of flexible pavement, design of curves, super-elevation as per the relevant codes & specifications to arrive at final design as per site conditions & drawings attached are only for reference purposes.

### DRAWINGS ATTACHED

Following tender drawings are attached in this section.

- a) Typical cross section of approach roads indicating width of carriageway, earthen shoulder and overall formation width.
- b) Key plan showing the starting and ending points of the project, right of way proposed, alignment of the approach roads and its length on either side of the bridges.
- c) **General Arrangement Drawing (containing following information) :**
  - i. **Span arrangement**
  - ii. **Total length of the bridges**
  - iii. **Typical cross section showing the carriageway width, footpath width, railings, crash barrier and over all deck width.**
  - iv. **High Flood Level**
  - v. **Type of Foundation Type of Substructure**
  - vi. **Type of Superstructure Type and extent of River protection Works**

## 3. Specifications

### 3.1 Construction

All Materials, works and construction operations shall conform to the Manual of Specifications and Standards for Two Laning of Highways (IRC:SP:73) and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Project Manager.

### 3.2 Design Standards

The Project including Project Facilities shall conform to design requirements set out in the Manual of Specifications and Standards for Two Laning of Highways through Public Private Partnership (IRC: SP: 73 2015), referred to herein as the Manual.

### 3.3 Deviations from the Specifications and Standards

The terms “Concessionaire”, “Independent Engineer” and “Concession Agreement” used in the Manual shall be deemed to be substituted by the terms “Contractor”, “Project Manager” and “Agreement” respectively.

Notwithstanding anything to the contrary contained in clause 3.2 above, the following Specifications and Standards shall apply to the Project, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:

S No.	Item	Description of Deviation	Clause reference of Manual
1	Cross Section	Cross section of the bridge shall be as per drawing attached in drawings volume.	7.1
2	Loading	SV loadings shall be applicable for design of bridge.	7.2
3	Right of way	Proposed Right of Way shall be as shown in drawing.	2.3
4	Seismic Design	Provisions of IRC:SP: 114-2018 shall be adopted for seismic design of bridges instead of clause 219 of IRC:6-2017	

#### 4. Other Requirements

##### 4.1 Design and Drawings

**4.1.1** Design and Drawings shall be developed in conformity with the Specifications and Standards set forth in clause 3.2 of section VII of this bid document. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such section shall be provided for review of the Project Manager.

**4.1.2** In respect of the Contractor's obligations with respect to the design and Drawings of the Project, the following shall apply:

- (a) The Contractor shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, three copies each of the design and Drawings including design basis report, duly certified by the Design Consultant, to the Project Manager for review. Provided, however, that in respect of Major Bridges and Structures, the Project Manager may require additional drawings for its review in accordance with Good Industry Practice.
- (b) by submitting the Drawings for review to the Project Manager, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the

Scope of the Project, the Specifications and Standards and the Applicable Laws;

- (c) within 15 (fifteen) days of the receipt of the Drawings, the Project Manager shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the Project Manager on the Drawings submitted pursuant hereto beyond the said period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk; Provided, however that in case of a Major Bridge or Structure, the aforesaid period of 15 (fifteen) days may be extended upto 30 (thirty) days;
- (d) if the aforesaid observations of the Project Manager indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the Project Manager for review. The Project Manager shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings. In the event the Contractor fails to revise and resubmit such Drawings to the Project Manager for review as aforesaid, the Project Manager may withhold the payment for the affected works in accordance with the provisions of the contract. If the Contractor disputes any decision, direction or determination of the Project Manager hereunder, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure;
- (e) no review and/or observation of the Project Manager and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Project Manager or the Employer be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost;
- (f) the Contractor shall be responsible for delays in submitting the Drawing as set forth in works programme caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the Employer; and
- (g) the Contractor warrants that its designers, including any third parties engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

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**4.2.3** Any cost or delay in construction arising from review by the Project Manager shall be borne by the Contractor.

**4.2.4** Works shall be executed in accordance with the Drawings provided by the Contractor in accordance with the provisions of this Clause and the observations of the Project Manager thereon as communicated pursuant to the provisions of Clause 4.2.2 (d). Such Drawings shall not be amended or altered without prior written notice to the Project Manager. If a Party becomes aware of an error or defect of a technical nature in the design or Drawings, that Party shall promptly give notice to the other Party of such error or defect.

### **4.3 Construction of the Project**

**4.3.1** The Contractor shall construct the Project as specified in scope of works, and in conformity with the Specifications and Standards set forth in clause 3.0 of section VII of this bid document. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The [548th (five hundred and forty eighth) day] from the Start Date shall be the scheduled completion date (the “**Scheduled Completion Date**”) and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.

**4.3.2** The Contractor shall construct the Project on the Project Site in accordance with the Project Completion Schedule. In the event that the Contractor fails to achieve the **Scheduled Completion Date**, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Employer, it shall pay Damages to the Employer as per GCC 47.1.

**4.3.3** The Employer shall notify the Contractor of its decision to impose Damages in pursuance with the provisions of this Clause 4.3. Provided that no deduction on account of Damages shall be effected by the Employer without notifying the Contractor of its decision to impose the Damages, and taking into consideration the representation, if any, made by the Contractor within 20 (twenty) days of such notice.

#### 4.4 Drawings and Documentation

Drawings and documentation control plan shall be explicit to ensure proper information dissemination. This shall include design, all documents and data supplied by the contractor shall be adequate and appropriate.

The Contractor shall submit with his design all the documents quantities, specification and “method statement” and the references used in the design. Detailed drawings including the structural drawings, services component drawing etc.

- I. Standards and specifications being followed in the design and for materials to be used in a consolidated tender form
- II. List of vendors from whom the materials are planned to be procured
- III. Tests to be carried out
- IV. Quality plan as per latest ISO:
- V. Design data
- VI. Requirements for any foundation, structure, plants or services etc. which the contractor feels shall be accessed to proceed with the projects in accordance with the design.
- VII. The Contractor shall submit to the Employer and the Engineer all Design Data, together with the relevant Design Certificates certified by the Contractor.
- VIII. If a re-submission of Design Data is required, such re-submission shall be made as soon as practicable after the receipt of the relevant statement of objections.
- IX. All submissions of Design Data shall include 6 copies. along with its soft copy

#### 4.5 Traffic Management design

The contractor shall do the overall Traffic Management design for the whole project.

#### 4.6 Roads & paths and other site development works

Design and prepare working drawings (longitudinal sections/cross section) for roads/ footpaths/ parking areas etc. including making any revision, if any is required as per requirement of local authority, resubmission for approval.

Designing traffic flows in such a manner that there is little or no conflict and the healthcare and other areas have segregated yet integrated access and egress facility

Prepare specifications and bill of quantities for the above services

**4.7 Completion drawings:** after completion of all works and approval, thereof, by the engineer in-charge, the contractor shall prepare and submit six sets of completion drawings as executed along with one set in soft copy (auto cadd& pdf formats using latest version of the software) with complete details.

#### 4.8 Inclusive Documents

The provisions of Conditions of Contract & General Conditions of Contract, those specified in the tender as well as drawings and notes issued in writing by the Engineer as well as Quality Control & System (QCS) shall form part of these specifications.

## 4.9 Environment, Safety and Health precautions

Site safety plan which includes the following:

1. A statement of the Contractor's policy, organization and arrangements for safety, health and welfare;
2. The name(s) and experience of person(s) within the Contractor's proposed management who would be responsible for coordinating and monitoring the Contractor's safety performance;
3. The number of safety staff who would be employed on the Works, their responsibilities, authority and line of communication with the proposed Contractor's representative;
4. A statement of the Contractor's policy and procedures for identifying and estimating hazards, and the measures for addressing the same;
5. List of safety hazards and health hazards anticipated for this Contract and sufficient information to demonstrate the Contractor's proposals for achieving effective and efficient safety and health procedures;
6. Description of the training courses and emergency drills which would be provided by the Contractor, with an outline of the syllabus to be followed;
7. Details of the safety equipment which would be provided by the Contractor, including personal protective equipment;
8. a statement of the Contractor's policy and procedures for ensuring that Contractor's Equipment used on the Project Site are maintained in a safe condition and are operated in a safe manner;
9. a statement of the Contractor's policy and procedures for ensuring that sub-contractors comply with the Contractor's Safety Plan;
10. a statement of the Contractor's disciplinary procedures with respect to safety related matters,
11. Statement of the Contractor's procedure for reporting and investigating accidents, dangerous occurrences or occupational illnesses.
12. The Contractor shall provide an Infection Control Risk Assessment (ICRA). An ICRA is a determination of the potential risk of transmission of various biological agents in the facility. Based on the ICRA, the Contractor shall also provide necessary protection to be incorporated in the program and Infection Control Risk Mitigation Recommendations (ICRMR), which will describe the specific methods to be used and by which transmission will be avoided during the course of the construction. The Contractor shall also provide monitoring of the effectiveness of the applied ICRMR during the course of the project.
13. Sign Board: The Contractor at his own cost, shall provide sign board at the site of the Works of approved size and design which provides: (i) the name of the Project and the financing agency; (ii) the names and addresses of the Employer, the Contractor and the Consultant; (iii) the name and short description of the Project; (iv) the amount of the Contract Price; and (v) the starting and completion dates. Besides the Contractor will also provide and install all signages for safe transit in and around the work zone.

#### **4.10 The Worker's Camp & Office Accommodation**

The contractor shall provide at his own expense adequate accommodation for his workmen and keep the same in good order, in conformity with the bye-laws laid by the local bodies. Similarly, the contractor shall also provide adequate office accommodation for his site staff including toilet facilities, fan light and furniture.

#### **4.11 Clearing the site**

The site described as the project area, shall be cleared of all obstructions, loose, stone and vegetation etc. All holes or hollows whether originally existing or produced by removal of loose stone, vegetation or plants etc. shall be carefully filled up with earth, well rammed and levelled off as directed. Also the contractor shall dress the site after completion. No extra shall be paid for this to the contractor. The contractor shall also keep the site always properly drained of all surface water, healthy and clean.

#### **4.12 Tree Cutting**

No tree shall be cut without permission. If any tree is to be cut this shall form an extra item in so far as compensation etc is to be paid. However, the labour for such cutting shall be borne by the contractor without any cost variation. For the purpose of the specification a tree shall be defined as a growth which is more than 10'-0" high and whose diameter of the trunk at the base is not less than 10". If the tree be of any value or use the benefit will accrue to the Employer.

#### **4.13 Temporary protection**

The contractor shall keep all cuts; banks fill bench marks, all important centre lines pilasters properly protected during the execution of works.

#### **4.14 Leave clean**

On completion all work must be cleaned down, rubbish removed and the "Works and land cleared of and everything left in a clean and orderly conditions, removing diversion bunds & retrieving nallah/river to its original position.

#### **4.15 Contractor's Obligations**

The Clauses in this section are meant to provide general guidelines and Compliance requirements to the Contractor. It does not however relieve the Contractor from taking every other step and precautions as deemed necessary to complete the works successfully within the specified Contract period and bid amount. Also, compliance to the approved Environmental management plan and monitoring the same is part of the contract.

#### **4.16 Environmental Management Plan and Monitoring.**

The Contractor shall be responsible for preparing the mitigation measures to be taken for complying to the Environmental management plan and monitor.

#### **4.17 Penalty on account of non-compliance**

If the Contractor in the opinion of the engineer in-charge does not comply to the environmental management plan and monitoring, the engineer in-charge reserves the right to stop the work and any delay on account of this will be on the part of the Contractor and penalty as per liquidated damages clause in conditions of contract

and contract data shall be imposed upon approval by the concerned Engineer In-charge/owner.

#### **4.18 Arrangement for Traffic during Construction**

- The Contractor shall at all-time carry out work in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of work. For all works, the contractor shall, in accordance with the directives of the Engineer, provide and maintain, during execution of the work, a passage for traffic or along a temporary diversion constructed close to the site of construction.
- The contractor shall be responsible for removal of excavated spoils/silt and other debris without dumping/stacking the same in huge heaps adjacent to the site to enable traffic of any form to ply in and around the area and to enable people to walk outside the barricade. The contractor shall also barricade the site where required as directed by Engineer. Deck slabs / walkway shall be placed at suitable locations for easy accessibility as directed by the Engineer.
- Traffic Safety and Control: The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights, flagmen and temporary gates as may be instructed by the Engineer for the information and protection of traffic approaching or passing through the section of the road under which the proposed drain will pass. Before taking up any construction, an agreed phased programme for the diversion of traffic (if required) shall be drawn up in consultation with the Engineer
  1. The barricades (wherever required) shall be done after approval of drawing submitted by contractor. Approval will be given by Engineer. Red lanterns or warning lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise. Fluorescent paint boards or reflective glass boards in red color shall also be used. Toe guards shall be provided.
  2. At the points where traffic is to deviate from its normal path the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or a similar device as per the directions of the Engineer. At night, the passage shall be delineated with proper lights or other suitable light source.
  3. On both sides, suitable regulatory/warning signs with gates (if required) as approved by the Engineer shall be installed for the guidance of road users. On each approach, at least two signs shall be put up. The signs shall be of approved design and of reflector type.
  4. Maintenance of Diversions and Traffic Control Devices: Signs, lights, barriers and other traffic control devices, as well as the riding surface of diversions shall be maintained in a satisfactory condition till such time they are required as directed by Engineer

#### **4.19 Statutory Approvals**

The contractor shall prepare drawings as necessary for statutory approvals from concerned authorities like and ensure compliance with codes, standards and legislation, as applicable and assist the executing agency in obtaining statutory approvals thereof, if required.

The contractor shall be solely responsible to comply with all norms, as applicable under the jurisdiction of appropriate authorities. The compliance to the statutory requirements shall be inherent to the design and solutions. For the obligations related to JTFRP, the contractor shall provide such guidance well ahead in time.

#### 4.20 Progress Review

Periodical review of the progress of the project shall be carried out in every 21 days and at any time desired by the Employer. For this purpose, the Contractor shall prepare and submit the progress reports as stated in the Contract.

The contractor shall keep at site a latest copy of the following:

1. Contractor's Documents

The Contractor's Documents shall include but not limited to the technical documents as follows:

- a) Construction Drawings Detailed including any modifications etc.
  - b) List of Codes, standards and specifications being followed.
  - c) Documents required to satisfy all regulatory approvals,
  - d) A complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed.
  - e) Any other document which the Engineer instructs from time to time
    - I. Design documents as mentioned above.
    - II. Operation and Maintenance Manuals
    - III. Records of Contractor's Personnel, Labour and Equipment
    - IV. Charts and detailed descriptions of progress, including, each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing, commissioning and trial operation;
    - V. Cash Flow Analysis of the past and estimate for the balance of the work against time on a fortnight basis.
    - VI. Photographs showing the status of manufacture and of progress on the Site;
2. For the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
- a) commencement of manufacture,
  - b) Contractor's inspections,
  - c) tests, and
  - d) shipment and arrival at the Site;
3. Copies of quality assurance documents, test results and certificates of Materials
4. List of Variations, notices given under Sub-Clause ..... (Employer's Claims) and notices given under Sub-Clause ..... (Contractor's Claims);
5. Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations.
6. A site order book with hard bound cover duly paged on minimum two hundred page's will be maintained and kept at site under the safe custody of the contractor and this will be made available to the Engineer In-charge or his authorized agent when required. Instructions given by the Engineer In-charge or his agent shall be entered in this book which will be strictly followed by the

contractor. Such instructions shall not be altered, modified and mutilated in any form by any agency other than the Engineer In-charge and this book shall never be removed from the site without the permission of the Engineer In-charge in writing. Loss of site order book will be considered as serious lapse and the contractor shall be singly responsible for such loss.

#### **4.21 Quality Control**

The Contractor must ensure that the works satisfy the quality standards as per international standards and to the satisfaction of the Employer. The contractor shall submit his quality plan in accordance with the above

The works, plant and materials shall be subject to tests from time to time as per best practices in the industry. Wherever mentioned in the Contract, the tests must be carried out at the Contractor's expense.

The materials shall be procured from reputed vendors approved by the Engineer. The Contractor must also supply samples from time to time to the Engineer for his approval.

The Contractor shall also carry out the tests as per norms/standard practices and relevant codes as and when required by the Engineer.

Materials, tools and plants and workmanship shall be in accordance with the requirement and of the approved type.

##### **a) Measuring materials**

All construction materials requiring measuring shall be measured by weight only depending upon the quality of the concrete. For controlled concrete all mixes will be definitely done by weight.

##### **b) Sample**

Samples of each class of work required shall be submitted by the contractor for approval of the Engineer In-charge. The contractor will be required to perform all works under this contract in accordance with these samples.

#### **4.22 Tests during construction**

The Contractor shall be responsible to develop a quality control program and to provide all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the works under the Contract. Without limiting the generality of the foregoing, the Contractor shall either (i) establish a testing laboratory at the site of works which is adequately equipped and staffed to carry out all sampling and testing in accordance with the requirement set out in the relevant codes and standards and/or these Work's Requirement and provide all field equipment and apparatus as necessary to conduct all specified in-situ tests and/or any Tests on Completion, or (ii) arrange for routine sampling, testing and reporting, as required, through a certified independent testing laboratory acceptable to the Engineer. The Contractor shall obtain the approval of the Engineer for the quality control programme developed by him and incorporate any modifications suggested by the Engineer at no extra cost.

All costs of such sampling, testing and reporting of test results will be borne by the Contractor, and the Contractor shall include sufficient provisions in his tendered rates to allow for independent sampling and laboratory testing under the direction of the Engineer up to 5% of the total required tests at no additional cost. The Contractor

shall furnish certified copies of all test reports to the Engineer within 3 days of completion of the specified tests.

The Contractor shall, (within 30 days after the date of the Letter of Acceptance) submit to the Engineer for his consent a detailed description of the arrangements for conducting the quality control programme during execution of the Works, including details of testing laboratory, equipment, staff and general procedures. If following submission, or at any time during the progress of Works, it appears to the Engineer that the Contractor's quality control programme is not adequate to ensure the quality of the Works, the Contractor shall produce a revised programme, as desired by the Engineer, which will be adequate to ensure satisfactory quality control.

For ensuring the requisite quality of construction, the Materials and Works shall be subject to the quality control tests as described Specifications and/or in the relevant codes and standards. The testing frequencies set forth are desirable minimum and the Engineer shall have full authority to get the additional tests carried out by the Contractor as frequently as he may deem necessary, to satisfy himself that the Materials and Works comply with the appropriate Specifications.

Where no specific testing procedure is mentioned, the tests shall be carried out as per the prevalent accepted Engineering practice to the directions of the Engineer In-charge

#### **4.23 Test after completion**

After completion of the project, the Employer may carry out the tests after completion which shall be carried out under normal operating conditions to assure that the systems perform well under normal operating conditions.

#### **4.24 Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be acceptable subject to the Engineer's prior review and written approval.

##### **a) Other Relevant Codes and Standards:**

- Local by-laws and factory Act.
- Indian Standard Specifications /codes.
- National Building Code 2016.
- IRC codes and manuals
- MORTH codes

#### **4.25 Work Plan**

The entire work included in this contract shall be completed in 24 months.

#### **4.26 Interfaces with Other Packages**

If this contract package has interfaces with other project components or the work being done by the other agency, these interface connections are to be carried out by the contractor by providing all details of his work.

#### **4.27 Order of Precedence, Clarifications and Interpretation**

When the various specifications and codes referred to in preceding portion are at variance with these specifications and with each other, the order of precedence will generally be accepted as relevant clause of Conditions of Contract.

The attention of the bidder, is drawn to those clauses of these specifications and of BIS codes, which may require either clarification by Engineer, or the agreement of employer and contractor. In such cases, it is the responsibility of the contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer during pre-bid meeting before taking up the supply/construction.

#### **4.28 Unacceptable Work**

All defective works shall be demolished, rebuilt and defective materials replaced by the contractor at his own cost. In the event of such works being accepted, at the sole discretion of the Engineer, after carrying out necessary repairs etc. as specified by the Engineer, the cost of repairs will be borne by the contractor.

#### **4.29 Setting Out**

The contractor shall establish working bench mark tied with the reference bench mark for each drain soon after taking possession of the site. The reference bench mark for the area shall be obtained by the contractor from the Engineer. The working bench marks/level shall be approved by the Engineer. Checks must be made on these bench marks once every month and adjustments, if any, agreed with the Engineer and recorded. These bench marks shall be on a permanent structure.

No reference peg or marker shall be removed or withdrawn without the approval of the Engineer and no work shall be commenced until the centre line has been referenced.

The Contractor shall be responsible for safeguarding of all bench marks, beacons, etc. The Engineer will provide the contractor with the data necessary for setting out of the centre line. The contractor shall, in connection with the setting out of the centre line, survey the area with road top levels and cross check the same with those given in drawings/documents and have it checked by the Engineer.

The work of setting out shall be deemed to be a part of general works preparatory to the execution of work and no separate payment shall be made for the same.

Precision automatic levels, having a standard deviation of  $\pm 2$  mm per km, and fitted with micrometer attachment shall be used for all leveling work. Setting out of the alignment and measurement of angles shall be done by using total station with traversing target, having an accuracy of one second. Measurement of distances shall be done using precision instruments like Distomat or equivalent. Modern survey equipment shall be used for all surveying and leveling works.

#### **4.30 Methodology and Sequence of Work**

Prior to start of the construction activities at site, the contractor shall, within 28 days after the date of the Letter of Acceptance, submit to the Engineer for approval, the detailed construction methodology including mechanical equipment proposed to be used, sequence of various activities and schedule from start to end of the project. The methodology and the sequence shall be so planned as to provide proper safety, drainage and free flow of traffic.

#### **4.31 Approval of Materials**

Approval of all sources of material for works shall be obtained in writing from the Engineer before their use on the project.

Raw and processed samples of all materials will be submitted by the Contractor at no extra cost.

#### **4.32 Staking, Covering and Protection**

Material shall be stacked in such a manner as to ensure the preservation of their quality and fineness for the work. Different types of materials shall be stacked separately and in such a way that counting and measurements can be done without disturbing the stacks. Any material that is liable to be affected by rain or other adverse weather conditions shall be covered and protected properly against the same. Cost of such protection shall be considered by contractor in his quoted rates. Special care shall be taken by the contractor for temporary storage of fragile and delicate materials

Cement bags, steel bars, structural steel sections and timber etc and other similar materials shall be stacked in regular tiers. Steel bars / sections with fusion bonded epoxy coating shall be stacked properly so as not to damage the coating.

Lime, stone metal, sand and such similar materials shall be stacked as directed by the Engineer.

## 5. Design Services

### 5.1 Site Layout Plan

Preparation of Site/Master Plan, for the entire area keeping in view the existing topography, design needs and **JTFRP** requirement. Model of Entire site indicating proposed bridges should be prepared.

The Site Layout Plan shall reflect the strategic planning of the proposed bridges for the present and the emerging needs

Contractor shall develop understanding of requirements through examining/visiting to site & understand site constraints & potential, geographical location, climatic conditions, and important landmarks/facilities that may exist in near vicinity and local design typologies, which can influence design.

Designing the structure and services shall be as per provisions made in relevant Codes & specifications, as applicable & be in complete compliance with the applicable provisions of IRC.

In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by the key personnel (as appointed by Project Manager (T) J&K ERA, Jammu , who shall work under the guidance and direction of Project Manager (T) J&K ERA, Jammu under the overall control and guidance of Director (Technical) JTFRP. .The contractor shall render complete support to the key personnel and facilitate the execution of works. In case any difficulty is envisaged in execution at site then, if need be, the designs/drawings shall be amended by the Contractor to remove bottle-neck.

### 5.2 Civil & Structural Engineering Services

The contractor shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts required for execution of all works as per latest relevant IS Codes/MoRTH specifications(latest edition)& and shall at all times show a high degree of professionalism in his work.

Should provide all changes required due to site conditions, as per norms from time-to-time Issue a Structural Stability certificate

The Topographical survey report and soil characteristic and geotechnical investigation shall be conducted by the contractor including any other/ additional surveys, geo-technical tests, at their own costs, including any additional soil tests if required or other investigations as required to determine the basis of technical and economic criteria for the appropriate measures to accomplish economic designs.

**Design basis report shall be submitted by the contractor for obtaining approval of Project Manager (T) J&K ERA Jammu.**

**The contractor will be fully responsible for all the structural designs.**

## 6. SPECIFICATIONS-Civil Works

## **6.1 Specifications Referred**

The specifications cover the items of work in structural and non-structural parts of the work under purview of this document. All works shall be carried out in conformation with the specification. In general, provisions of standard specification Published by Bureau of Indian Standard Specification (BIS)/ /MoRTH specifications (latest edition) and other equivalent national or international standards shall be followed. All codes and standards referred to in these specifications shall be the latest revision there of thirty days prior to the date of submission of bids. In case of discrepancy with the BIS codes the provision in these specifications shall prevail. The J&K SOR of 2012, CPWD specification (civil 2009) Volume 1 & 2, or equivalent International Standards shall be followed. For some of the works the specifications given below shall be followed irrespective of whether provided in the above-mentioned specifications. The order of preference will be BIS or others international standard, J&K SOR 2012, CPWD of India CPWD specification (civil 2009) Volume 1 & 2//MoRTH specifications (latest edition).

### **EARTHWORK IN EXCAVATION**

All foundation trenches shall be excavated to the full-widths and depths shown on the drawings or to such greater or smaller depths as may be found necessary or so ordered to him.

Should any excavation be taken down below the specified levels, the contractor shall fill in such excavation at his own cost with concrete as specified for foundations, well rammed in position until it is brought up to the level. The contractor shall notify to the Engineer In-charge when the excavation is completed and no concrete or masonry shall be laid until the Engineer In-charge has approved of the soil for each individual footing, rafts, etc.

The Contractor shall keep the site clear of water at all times. To this end he shall provide arrangements for pumping of water as required. All foundation pits shall be refilled to the original surface of the ground with approved material, which shall be suitably consolidated. No extra will be paid for bailing out water collected in excavation due to rains, ordinary springs etc.

## **6.2 Earth Filling**

The space around the foundations in the trenches or any excavated sites shall be cleared of all trash and loose debris and filled with approved excavated material, all clods being broken. Filling shall be done in 200 mm layers; each layer to be moistened and well rammed. This shall be done in step with the foundation concrete work.

## **6.3 Shoring, Planking & Shuttering**

Shoring shall be done when sides of excavation do not stand up by themselves and sloping or stepping is not feasible or economical.

The shoring shall consist of vertical planks 38 mm to 50 mm thick and of available width and required length. The planks shall be held by walling, vertical braces and struts, and this to form a frame. The struts shall be not more than 1.5 m. apart, and the timber shall be sufficiently strong not to warp. The planks shall be held tight by means of wedges between them and walling. The planks shall be driven in by cutting

the earth beneath their toes or driving each plank separately after removing the wedges. The planks shall be driven in vertically and shall be set touching one another.

The shoring shall be adequate to prevent caving in of the trench walls or subsidence of areas adjacent to the trench. In narrow trenches of limited depth, a simple form of shoring shall consist of a pair of 40 to 50 mm thick and 30 cm wide planks set vertically at intervals and firmly strutted. For wider and deeper trenches a system of wall plates (Wales) and struts of heavy timber section is commonly used. Continuous sheeting shall be provided outside the wall plates to maintain the stability of the trench walls. The number and the size of the wall plates shall be fixed considering the depth of trench and type of soil. The cross struts shall be fixed in a manner to maintain pressure against the wall plates which in turn shall be kept pressed against the timber sheeting by means of timber wedges or dog spikes.

#### **6.4 Wet Foundation**

As soon as water is encountered in foundations, a sump shall be dug for removing the water. The bottom level of this sump shall be kept 500 mm or more below the lowest level of the excavation. The difference between the levels of the bottom of the excavation and of the sump shall be kept constant as excavation depth is increased. If the excavation is to be taken to a substantial depth and a large quantity of water is encountered, two sumps shall be excavated and deepened alternatively so that the pump does not require to be stopped whilst the sump is deepened. De-watering shall be done if required.

#### **6.5 Earthwork in Site Leveling**

All materials required for the purpose of filling shall be taken from high areas and stockpile, which are to be leveled to specified reduced level as required. Roots, sods, wood or other organic matter shall not be placed in the fill. Before a new layer is laid the existing ruts or other unevenness in the surface of the layer shall be removed and the surface of the layer shall be scarified and roughened by borrowing and ploughing to obtain bond with the material to be placed. The materials shall be placed continuous horizontal layers not greater than 200 mm thickness. The earth fill shall be kept slightly sloping from center to the edges to avoid formation of pools during the rain.

#### **6.6 Concrete Work**

Applicable provisions of Conditions of Contract shall govern work under this section. All concrete work, plain or reinforced shall be carried out in strict accordance with this specification and any construction drawing or instructions given from time to time to the Contractor. No concrete shall be cast in the absence of the Engineer In-charge's representative or any other person duly authorized by him. The Contractor's Engineer shall personally check that both the formwork and reinforcement have been correctly placed and fixed, and shall satisfy himself that all work preparatory to the casting is completely ready, before calling the Engineer In-charge's representative for final inspection and approval and for which purpose at least 24 hours' notice shall be given by the Contractor. The Indian Standards wherever referred to herein shall be the latest edition of such Standards.

Cement: Cement shall be ordinary Portland cement as per I.S- 8112 or IS-12269. Cement tests shall have to be carried out at contractor expense in accordance with IS-456,2000) as and when directed.

Aggregate: The fine and coarse aggregate shall conform to IS: 383 & IS: 456. The necessary test indicated in IS – 383 and IS – 456, 2000 shall have to be carried out to ensure the acceptability and shall meet prior approval of the Owner.

Reinforcement: The epoxy coated reinforcement obtained from primary sources conforming to IS 1786 (Fe-500D) shall be of tested quality. It shall also comply with relevant part of IS. 456-2000. All epoxy coated reinforcement shall be clean and free from dirt, oil, paint, grease, mill scale or loose or thick rust at the time of placing. The reinforcement shall be bent to the shapes shown on the drawings prior to placing and all bars must be bent cold. The Steel shall be placed in such a way that it is rigidly held in position while concrete is being cast. The correct clearance from the form shall be maintained by either precast mortar blocks or by metal supporting chairs to be supplied by the Contractor free of charge. The intersections of rods crossing one another shall bound together with soft pliable wire No. 16 S.W.G. at frequent intervals so that reinforcement will not be displaced during the process of depositing concrete. The loops of binding wire should be tightened by pliers.

Water: Water shall conform to IS: 456-2000, clean and free from alkali, oil or injurious amounts of deleterious material. As far as possible, the water should be of such quality that is potable. If any chemical analysis of the water is necessary and ordered the same shall be got done at approval laboratory at the operator's expense.

Concrete Proportioning: The concrete proportion shall be as indicated on the approved drawings and shall conform to MoRTH Specification. The minimum cover to main reinforcement shall be as per 'Indian Standard Codes'. Mix design of Concrete for all grades shall be carried out in accordance with MoRTH Specification.

Workmanship: All concreting work shall be carried out according to the 'Indian Standard Codes' and cubes shall be cast for test purposes and tested at the operator's expense.

Formwork: The formwork shall conform to IS: 4990. Plywood centering & shuttering shall be used

Curing: The concrete shall be cured according to 'Indian Standard Codes' or as directed.

Concrete Finish: The concrete surface on removal of form work shall be such that no finishing is necessary. If however the surface is not satisfactory, the operator shall, if so instructed, remove unwanted projecting parts by chipping and smoothing the surface with cement at his own expense and coated with corrosion resistance epoxy paint.

Construction Joints / Water Stops: These shall be in accordance with IS: 456-2000 or as shown on the approved drawings. The centering for forming, the construction joint shall be firmly fixed and adequately slotted for reinforcement extending beyond the joint. If any concrete has set, care shall be taken not to disturb the reinforcing steel in casting the second half of a member with a construction joint and thereby crack the concrete previously placed. The PVC joints shall be of the 'rebated' or 'keyed' type and shall have a minimum width of 300 mm inclined 'feather' or 'straight joints' shall not be permitted. The Joints/Water stops shall be got approved by the Engineer In-charge before their placement into the structure.

## **6.7 Structural Steel**

Only tested steel shall be used on the work, and the contractor shall produce the test certificate of the manufacturer to the Engineer. The fabrication of steel truss shall be as per design, drawing and specification using standard and approved ISA, ISMC, MS Plates, and MS Flats with necessary re-vetting, welding, jointing

etc., with a coat of red oxide primer, and two coats of approved enamel painting, including erection for all steel members as per drawings and specifications etc., complete. Finished rolled material shall be free from cracks, flaws, injurious seams, laps, blisters, ragged and imperfect edges and other defects. It shall have a smooth and uniform finish, and shall be straightened in the mill before shipment. They shall also be free from loose mill scale, rust, pits or other defects affecting its strength and durability. The grade of steel shall be as per IS 2062-1992 grade Fe 410 W, grade A.

### **6.8 Miscellaneous Steel and Iron Work**

Applicable provisions of Conditions of Contract shall govern work under this section. The Indian Standards wherever referred to herein shall be the latest edition of such Standard.

Iron Grills: The grills etc. shall be of mild steel or wrought iron as specified for the work. The design of grills and shapes and sizes of various components shall be as approved.

### **6.9 Steel Reinforcement (Primary Producer)**

- Prior to the delivery of reinforcement steel required, the contractor shall submit the following to the Engineer for review.
  - (a) Certified copies of mill tests reports including chemical analysis and physical properties as required by the applicable Indian standards for each consignment of steel.
  - (b) Where such mill certificates are not available or if the Engineer feels to subsequent conformance of the mill test reports, the contractor shall employ an approved testing laboratory to perform the required tests and chemical analysis at his cost
- **Steel reinforcement specifications**
  - (a) High strength deformed steel bars of tested quality conforming to IS: 1786
  - (b) Hard drawn steel wire fabric conforming to IS:1566
  - (c) Thermo mechanically treated bars conforming to relevant IS code
- All steel shall be procured from original producers and no rolled steel shall be incorporated in the work unless permitted by the Engineer.
- Only new steel shall be delivered to the site and shall be free from any mill scale, loose rust, grease, oil, paint or any other deleterious material which reduces or destroys bond.
- Defective, brittle and burnt bars shall be discarded and not included in the work. Cracked end of bars shall be discarded.
- Binding wire shall be annealed steel wire conforming to IS: 280 and minimum 18 gauge.
- Welding Electrodes shall be ordinary mild steel grade electrodes conforming to IS 814 and shall be of best quality approved by the Engineer. The work shall be carried strictly as per IS: 2751 and IS: 9417.

- While storing, contact with soil should be avoided, proper protection shall be provided to avoid corrosion and bars of different classification and diameters shall be stored separately.
- Welding of bars if required shall be done in accordance with IS: 816 A, IS: 2751 and IS: 9417.

**BIS or others international standard** Further a list of few important Indian Standards is given below: Wherever reference to the Indian Standards mentioned below or otherwise appears in this specification, it shall be taken as a reference to the latest version of the standard.

IS : 1786 (2008).

IS : 432 (1982).

IS : 2911 (Pt. IV)).

IRC : 78.

IRC : 83 (Pt. II).

IRC : 107 (2013).

IRC : 109.

IRC : 73 (2013).

SPECIFICATION FOR ROADS AND BRIDGES WORKS, MORT&H (latest edition)

## **Environment, Health and Safety Management**

The Environmental management provision discussed below provides guidance for all the stages i.e. design and pre-constructions, construction and operation stage. The precautions which should be adopted by the Contractor in the different stages are elaborated. This guidance should be considered in addition to the other provisions mentioned elsewhere in the document.

### **1.1 Planning and Designing**

Circulation and traffic movement including pedestrian, vehicular movement should also be considered.

Additionally, the design team shall consider the following aspects:

- Efforts shall also be made to preserve mature trees.
- All the underground utilities shall be identified, and a plan prepared for shifting of the utility without any disturbance to the existing facility.

### **1.2 Construction Phase**

During the Construction Phase the Contractor shall take all precautions so that the construction activities do not lead to adverse impacts on the receiving environment. The Contractor shall also be responsible for ensuring the Occupational Health and Safety of the workers and the safety of the public. The following measures would be considered but shall not be restrictive in nature.

Before the start of the operations the Contractor shall also prepare a Safety Plan. The Safety Plan shall be prepared based on the Job Hazard Analysis carried out by the Contractor. It shall lay out the standard process which shall be employed and the personal protective equipment which shall be used by the contractor during the construction phase. The Safety Plan shall be reviewed in case of change in site conditions or construction methodology etc;The Engineer/ Employer may suggest additional measures which shall be binding on the Contractor.

The Contractor must:

- Refrain from carrying out any construction activities on any portion of the construction site which is a forest land unless statutory clearance has been obtained. No trees shall be felled unless the permission for tree felling has been obtained from the Divisional Forest Officer.
- Ensure that the underground utilities are shifted as per the Utility Shifting Plan without any disruption to the operations of the existing facility. Even though the utilities shall be shifted before commencement of operations the Contractor shall make arrangement for backup in case of faults/emergencies during the process of shifting;
- In case labor camps are established the same shall be done within the construction areas. The labour camp and the construction site shall be barricaded and unauthorized

entry restricted. Adequate provisions<sup>25</sup> shall be made for drinking water. Separate arrangements shall be made for cooking away from the living quarters. Places for food preparation shall be designed to permit good hygiene practices<sup>26</sup>. The labour camp should be provided with proper washing, bathing and toilet facilities<sup>27</sup>. The waste water generated in the construction camp shall be treated in Septic tank and soak pit. The toilets and the septic tank and soak pit should not be located near any drinking water sources either within or outside the camp. The solid wastes of domestic nature (especially food waste, waste from canteen) shall be collected and stored separately in appropriate containers with proper covers on them so that they are not littered. Separate bins with proper markings in terms of recyclable or non-recyclable waste shall be provided in the houses and kitchen premises in sufficient numbers for collection of garbage. The above provisions shall be considered in conjunction with the provision mentioned in the section on Labour Influx Management Plan;

- Effective health management shall be developed by the Contractor for preventing spread of communicable diseases among labour and within the adjoining community. The following medical facilities shall be provided by contractors for the construction workers:
  - A first aid center shall be provided for the labour within the construction site equipped with medicines and other basic facilities;
  - Adequate first aid kits shall be provided in the campsite in accessible place. The kit shall contain all type of medicines and dressing material;
  - Contractor shall identify and train an adequate number of workers to provide first aid during medical emergencies. Regular health check-ups shall be carried out for the construction labourers every six months and health records shall be maintained;

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<sup>25</sup>The following shall be ensured: i) Safe drinking water conforming to the IS 10500:2012 shall be provided; Potable drinking water would be provided to all the employee/workers both at the worksite and at the construction camps; Every water supply or storage shall be at a distance of not less than 15m from any wastewater / sewage drain or other source of pollution. Water sources within 15m proximity of toilet, drain or any source of pollution will not be used for any consumption purpose in the project; All tanks used for the storage of drinking water shall be covered as to prevent water stored therein from becoming polluted or contaminated; The tanks shall be cleaned at regular interval (minimum every 3 months) to ensure hygiene conditions are maintained.

<sup>26</sup>○ The cooking area should be provided with water connections which is fit for consumption; provision shall be made for adequate personal hygiene including designated areas for cleaning hands and cleaning of utensils; all kitchen floors, ceiling and wall surfaces adjacent to or above food preparation and cooking areas are built using durable, non-absorbent, easily cleanable, non-toxic materials; Food preparation area to be durable, easily cleanable, non-corrosive surface made of non-toxic materials.

<sup>27</sup> Sanitary arrangements, latrines and urinals shall be provided in every work place separately for male and female workers. The arrangements shall include: A latrine for every 15 females or part thereof (where female workers are employed); a latrine for every 10 males., Every latrine shall be under cover and so partitioned as to secure privacy, and shall have a proper door and fastenings, Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the most of the workers —” For Men Only” or —” For Women Only” as the case may be. Pictographic signages should preferably be used, the latrines and urinals shall be adequately lighted and shall be maintained in a clean sanitary condition at all times and should have a proper drainage system; Water shall be provided in (preferably) or near the latrines and urinals by storage in suitable containers

- Labours should have easy access to medical facilities and first aid; where possible, nurses should be available for female workers;
- First Aid Box will be provided at every construction campsite and under the charge of a responsible person who shall always be readily available during working hours. He shall be adequately trained in administering first aid-treatment. Formal arrangement shall be prescribed to carry injured person or person suddenly taken ill to the nearest hospital. For 50 labour, 1nos of adequately equipped<sup>28</sup> first aid box shall be available on site. All the vehicles and equipment shall be provided with a first-aid box with all the above. The medicines should be regularly checked for the expiry of the medicines.
- In case of cutting of the hill slopes interceptor ditches shall be constructed in hill areas to protect the road bench and hillside slope from erosion due to heavy rainfall and runoff.
- The contractor shall ensure that all borewell used in the construction site is duly registered with CGWB. The same shall apply for water procured from any other borewell;
- No oil/grease/other storage area (temporary / permanent) or waste storage area shall be constructed near the waterbody/ water channel. The run-off from the oil & grease storage and vehicle and equipment maintenance areas shall be passed through a oil & grease separator before it is drained into any water channel.
- All Vehicles and equipment procured for the project shall be fitted with audible reverse alarms and maintained in good working conditions.
- The Contractor shall ensure that the construction equipment designed and equipped to minimize or control air pollution. The Contractor shall maintain evidence of such design and equipment and make these available for inspection by Employer.
- DG sets which meet the CPCB stipulated standards and have obtained the COP (Conformity of Product Verification) certification shall be procured for the construction.
- To prevent the generation of dust from the construction activities the Contractor shall ensure:
  - Construction material are not be carried above the tailboard of the vehicle. The tail board shall be properly closed and sealed to be spill proof,
  - Fine Materials (soil, sand, aggregates and cement) shall be Covered by Tarpaulin during transportation
  - The speed of the truck shall not exceed 15 kmph on unpaved roads and within the construction site
  - The Contractor shall provide a wash pit or a wheel washing and/or vehicle cleaning facility at the exits from work sites
  - All vehicle should have valid “Pollution Under Control Certificates”

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<sup>28</sup> The first aid box shall contain the following. Small sterilized dressings; 3 nos. medium size sterilized dressings; 3 nos. large size sterilized dressings; 3 nos. large sterilized burns dressings; 1 nos. (30 ml) bottle containing 2 % alcoholic solution of iodine; 1 nos. (30 ml) bottle containing Sal volatile, 1 nos. snakebite lancet; 1 nos. (30 gms) bottle of potassium permanganate crystals; 1nos. pair scissors 1 nos. Ointment for burns and a bottle of suitable surgical antiseptic solution

- All vehicle used in the project should be maintained as per the manufacturer's guidance. The Contractor/Subcontractor shall maintain a log of the maintenance operations;
- The Contractor shall ensure that the noise generated from the construction activities shall not exceed 50 db(A)<sup>29</sup> beyond the boundary of the construction zone. If required alternate construction techniques shall be adopted by the contractor or acoustic screens or enclosures shall be constructed around any parts of the works from which excessive noise may be generated, at no additional cost. No nighttime construction activity shall be allowed at anytime.
- In case of leakage/spills, the contractor shall prevent the oil from spreading or entering drains by absorbing flowing oil or diking the area with sand bags, jute/cotton mats, or berms; spread absorbent material e.g., sawdust over the surface of the spill from the perimeter of the spill to its centre to absorb the spilled material; contaminated absorbents containing diesel fuel etc., shall be stored in drums and disposed of as hazardous waste.
- It shall be the responsibility of the contractor to ensure Occupational Health and Safety concerns are adequately addressed. The contractor shall ensure that :
  - Training is provided to all employees /worker , sub-contractor so that they are competent and fit to undertake the job in a safe manner.
  - Personal safety equipment (such as footwear, gloves and eye protection devices, helmets etc.) is provided to each workers. In case some of the activities require additional PPE the same shall also be provided by the Contractor;
- The Contractor shall ensure that
  - All vehicle and equipment are fitted with reverse horns;
  - No passengers shall be carried, on any vehicle unless specific seating has been provided in accordance with the manufacturers recommendations;
  - Reversing shall be done only when there is adequate rear view visibility or under the directions of a Flagman.
  - All vehicle drivers including Hydra operators shall be trained on defensive driving at recognized Institute for Driver Training. All vehicle drivers shall also undergo refresher training on defensive driving provided by recognized institutes for the purpose once in 6 months.
  - The flagman shall be provided at all entrance and exit from the construction site. The flagman shall guide the movement of vehicle out of the site;
  - Equipment/vehicle working on gradients shall not be allowed beyond the equipment capability. Wheel stops shall be provided on all vehicle working on the gradient to prevent accident;
  - All worked involved in any work at height (greater than 2m) shall be provided with fall protection devices.
- For establishing a temporary Electric connection, the Contractor shall ensure that:
  - Cable markers shall be fixed to identify the route of the cables.
  - The electrical installations shall be done in accordance with the regulation of the country

- All temporary electrical connection shall be done by authorized electrician, so deployed shall necessarily have the electrical license from the concerned Government authority.
- Earth Leakage Circuit Breaker (ELCB) shall be provided to all portable equipment supplies and a register to be maintained for its weekly check.
- For the safety of people the Contractor shall ensure that :
  - All transitions, ingress/ egress to and from the construction site, shall have proper and smooth geometry and traffic. At the point of entry or exit from the work site flagman should be provided. The entry and exit vehicle shall be regulated by the flagman to prevent collision;
  - All worksites should be barricaded, and the integrating of the workspace segregations maintained at all times;
  - Alternative walkways should be created and segregated from the worksite by the erecting barriers.
  - All worksite shall be provided with reflective stickers so that it can be easily identified during night

## **6. Labour Influx Management Plan**

This Labor Management Plan is the part of the Social Management Plan (SMP) for the mitigation measures designed to avoid or reduce undesired labor influx impacts during the construction activities. Based on this, the Contractor must develop the mitigation measures and provide appropriate roles and responsibilities to implement them. The contractor must:

- Ensure implementation relevant Labor laws relating to their welfare, wages, basic amenities at work place, overtime, insurance etc.
- Avoid or reduce instances of negative impacts on the community and maintain constructive relationships between local communities and workers' camps;
- Establish standards on worker welfare and living conditions at the camps that provide a healthy, safe and comfortable environment.

This Labor Management Plan should be implemented in conjunction with the project's social management plans (SMPs).

### **8.1 Management and Monitoring**

The summary of the potential impacts related to camp activities, mitigation and management measures to avoid or reduce these impacts, and the monitoring required to determine the performance of these measures are discussed below. The Contractor shall develop a Contractor Plan to take mitigation measures described below:

#### Maintaining Community Relations

1. Unauthorized movements of construction workers (during and after working hours) could result in trespassing, and create amongst residents a sense of their privacy being invaded. This may result in increasing incidents of crime and or violence and threats to the safety of community members. The disparity of income levels and potential availability of illegal substances, illicit or culturally inappropriate lifestyle choices can also cause increased tension between local communities and the workers at camps. Contractor shall enforce a 'closed'

camp policy. Workers will be strictly prohibited from leaving camps for nonwork related activities and interacting with the local community unless agreed by Company.

2. Contractor, as appropriate, shall provide adequate recreation facilities for workers to reduce incentive for leaving camps during leisure time. Contractor shall limit workers' interaction with the community when outside the camp e.g., by organizing transport directly to and from the worksite.
3. If community members or local businesses express grievances in relation to camp related activities/operations, the contractor shall immediately respond to the grievance requiring camp related activities/operations to be amended to address community grievances.

#### Discipline in the Camp

4. The workers shall abide by camp rules which includes a disciplinary process. Contractor shall ensure adherence to the code of conduct by the workers in the camp.
5. The Project shall, be cognizant of the environment in which it works and shall, where practicable, respect local cultural events such as religious events, funerals and the like.
6. The contractor shall provide briefing to all migrated workers on camp rules, behaviour between fellow workers and the community; procedures for dealing with camp related complaints, and a community relations orientation. The objective of this orientation will be to increase awareness about the local area and cultural sensitivities.
7. Potential interaction between workers, persons engaged in illicit activities and the community increases the risk of spreading communicable diseases, particularly in more remote communities. The Contractor shall comply with the minimum health requirements for project execution within camps and to outside communities.

#### Community Resources

8. Any infrastructure, services or resources used by camps that result in reductions or shortage for the local community will have a negative impact. Contractor shall utilize these resources for camp use in a manner that minimizes impacts on local supply and use.
9. Increased demand for food and other provisions may deplete natural resources e.g., firewood, timber, game, fisheries, etc. potentially causing shortages of supply in the local community, and/or increasing the price of goods, affecting affordability for local communities. The contractor shall as far as possible not purchase products in the local community unless through formal contracts.

#### Camp Location

10. Setting up of camps may result in displacement of residents, loss of productive lands and the resources upon these lands. Camps may also restrict or impede access to areas for the local community. Potential camp locations will be selected in consultation with the affected communities.
11. Construction camps may result in a noticeable increase in traffic, noise, air emissions and light intrusion which could negatively affect the lifestyle of nearby communities and pose a potential safety issue. The Project shall refer to those Environmental Management Plan's (EMP) that include mitigation/avoidance measures that relate to the local community,

#### In-migration

12. There is a strong likelihood of in-migration into areas around the construction camps. The Contractor shall enforce a 'closed' camp policy. Existing communities may also relocate to be closer to the camps. In-migration can result in disputes and sometimes violence between

the new settlers and the resident community. Migrants moving into existing settlements may increase demand and inflate prices for housing, goods and services and increased pressure on infrastructure, services and resources.

#### Worker Welfare & Living Conditions and Non-discrimination

13. Construction workers living in camps may encounter stresses and discomforts that negatively impact their health and welfare. These may be caused by poor living conditions (accommodation, ablution and sanitary, health, recreation catering and laundry). Contractor shall comply with minimum standards for camp buildings, facilities and services. This will include but are not limited to first aid facilities and services; drinking water & sanitary and ablution facilities; entertainment and recreation facilities and services; communication services; food and canteen facilities and services; accommodation requirements; and laundry facilities. There will be no discrimination in facilities based on worker's race, gender or nationality.
14. Measures are put in place for the safety and welfare of women and children in the camps. Crèches for the women labor must be provided in the labor camps
15. Cultural issues (nationality, religion, discrimination and harassment, etc.) Contractor may provide prayer rooms and other facilities, as necessary and to the extent practicable, to satisfy the religious needs and customs of its workforce.
16. Contractor's personnel shall not engage in any discrimination or harassing behaviour. Contractor shall establish an Equal Opportunity Policy to promote non-discrimination in accordance with labor legislations.
17. Contractor shall implement a worker grievance procedure to address grievances between the workers.
18. Camp rules in relation to alcohol consumption and drug prohibition will be complied with. Contractor shall provide recreational facilities where practicable. In addition, Contractor will provide counselling for all workers, with no discrimination by race, sex or religion.

#### Security of the Camp

19. Camps will be controlled by security to avoid intrusions from outside community. Contractor shall include security measures to be provided at the camps which may include fencing, locks, alarms, pass card systems, badge and pass system, access points, safe transport of personnel as appropriate.
20. Decommissioning of camps has several potential impacts. Local employment and provision of local goods and services at camps will no longer be required; Locals employed and previously accommodated in camps will no longer have access to services and benefits available at camps (e.g. health services, recreation facilities); and Infrastructure which provides benefits to communities may no longer be maintained (e.g. roads) and may be decommissioned and removed or reinstated (e.g. access tracks). Contractor is to follow a proper retrenchment procedure and where community requests, some infrastructure and services may be retained at the discretion of Company. Where practicable, Contractor will return camp areas to former landforms.

### **8.2 Roles and Responsibilities**

The Contractor shall ensure sufficient resources are allocated on a regular basis to meet the requirements of this Plan. The Contractor Plan shall describe the roles and responsibilities of the personnel and ensure that they are communicated properly to all concerned.

### **8.3 Training and Awareness Generation**

Contractor shall ensure that all personnel responsible for the execution of the tasks and requirements contained within this Plan are competent based on their education, training and experience. The Contractor Plan shall describe the training and awareness requirements necessary for its effective implementation. The contractor shall also consult with the communities to help build economic and social capacity that benefits communities.

## **Drawings**

*Please find the drawings attached in the Annexure attached with this document.*

## **Environmental, social, health and safety requirements**

*The Environment and Social Management Plan should be submitted by the bidder alongwith the bid.*

## **PART 3 – Conditions of Contract and Contract Forms**

## 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) Not used.
  - (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 documents 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 Agreement [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, India 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. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice

shall 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 alongwith 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 the 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 corrupt, fraudulent, collusive, coercive, or obstructive practice 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 Contractor<sup>30</sup>.
- 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

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<sup>30</sup>Based on Government Directives.

classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.

**Compliance with Labour Regulations**

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 keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental, Social, Health and Safety (ESHS) Performance Security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

9.8 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

9.9 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.

**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 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**

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.

- safety** 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 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 performance of the Contract and the submission of the bid, 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 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 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 named in PCC 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 – 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 Disputes**

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project 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 that decision 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. Corrupt And Fraudulent Practices**

- 25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices 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 shall be disclosed as and when such payments are made or agreed to, and compliance with the disclosure requirement shall be furnished, while submitting each monthly statement for payments; such disclosure 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 alongwith 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 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/milestones.

- 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 acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the 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 to 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 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 [specifying a time limit by which it should be corrected] 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 less than the quantity of the item in BOQ 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 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.
- 38.4 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
- 38.5 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.
- 38.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**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 alongwith 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 details given in the Contractor's monthly statement and within 14 days certify the amounts 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 of 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 upto 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 upto 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:

$$P_n = a + b L_n/L_o + c E_n/E_o + d M_n/M_o + \dots$$

where,

“ $P_n$ ” is the adjustment multiplier to be applied to the value of the work done during the period “ $n$ ”, this period being a month unless otherwise stated in the PCC.

“ $a$ ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ $b$ ”, “ $c$ ”, “ $d$ ”,... 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;

“ $L_n$ ” [*Labour*], “ $E_n$ ” [*Equipment*], “ $M_n$ ” [*Material*], .... are the current cost indices or reference prices for period “ $n$ ”, 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

“ $L_o$ ”, “ $E_o$ ”, “ $M_o$ ”, ....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 the 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

#### **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 Not used.
- 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, Liquidated Damages.
- Secured Advances** 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 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.”

- |                            |      |  |
|----------------------------|------|--|
| <b>51. Dayworks</b>        | 51.1 | Not used.  |
| <b>52. Cost of Repairs</b> | 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**

- |  |      |   |
|--|------|---|
| <b>53. Completion</b>                        | 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.   |
| <b>54. Taking Over</b>                       | 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.   |
| <b>55. Final Account</b>                     | 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. |
| <b>56. Operating and Maintenance Manuals</b> | 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 <b>stated in the PCC</b> .   |
|  | 56.2 | If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates <b>stated in the PCC</b> pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount <b>stated in the PCC</b> 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 corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- (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 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.

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

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

**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 upto 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 **indicated 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 upto the date of the certificate less other recoveries due in terms of the contract and less taxes due 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 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**

### **Bank's Policy- Corrupt and Fraudulent Practices**

*(Text in this Appendix shall not be modified)*

#### **Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 Revised July 2014:**

##### **“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>31</sup> In pursuance of this policy, 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;<sup>32</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>33</sup>
  - (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;<sup>34</sup>
  - (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;<sup>35</sup>
  - (v) “obstructive practice” is

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<sup>31</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>32</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>33</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>34</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>35</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) 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
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>36</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>37</sup>;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>36</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>37</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.



## APPENDIX B

### Environmental, Social, Health and Safety (ESHS)

#### Metrics for Progress Reports

*Metrics for regular reporting:*

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *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:*
    - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
    - *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).*
- e. *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);

*f. worker accommodations:*

- i. number of expats housed in accommodations, number of locals;
- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;

- iii. actions taken to recommend/require improved conditions, or to improve conditions.

*g. 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);*

*h. 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);*

*i. 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 receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.

- iv. 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.

*j. 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.
- k. *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
- l. *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.).
- m. *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.

*n. 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.

## Section IX. Particular Conditions of Contract

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

<b>A. General</b>							
<b>GCC 1.1 (d)</b>	The financing institution is: IDA						
<b>GCC 1.1 (r)</b>	The Employer is: Chief Executive Officer J&K ERA/JTFRP ERA Commercial Complex, Rambagh Srinagar. 2 <sup>nd</sup> Floor JKPCC Building, Panama Chowk Jammu.						
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be 12 months PLUS 1 years DLP from the date of issue of completion certificate						
<b>GCC 1.1 (y)</b>	The Project Manager is <i>Director Technical</i>						
<b>GCC 1.1 (aa)</b>	The Site is in district Poonch, Jammu						
<b>GCC 1.1 (dd)</b>	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor.						
<b>GCC 1.1 (hh)</b>	The Works consist of <b>Design and Construction of 165 mtr span (3x55m) (2- Lane) Steel truss motorable bridge with footpaths over Betar nallah including approach roads (Complete Job) at Dalhan in Poonch District.</b>  Identification number of Contract is <b><u>NEW/JTFRP/PMU/BRIDGES/JAMMU/03/POONCH</u></b>						
<b>GCC 1.1 (ii)</b>	The following is added as GCC 1.1. (ii)  “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.						
<b>GCC 2.2</b>	N/A						
	The following documents also form part of the Contract:						
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 15%;">S. No.</th> <th style="width: 30%;">Document</th> <th style="width: 55%;">Description of the document</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S. No.	Document	Description of the document			
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	ESMP	Environment and Social Management Plans given in the Bid Document.	
<b>GCC 3.1</b>	The language of the contract is <i>English</i> . The law that applies to the Contract is the laws of Union of India.			
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.			
<b>GCC 7.1</b>	The ceiling for sub-contractor is 30%			
<b>GCC 8.1</b>	Schedule of other contractors: Not Applicable			
<b>GCC 9.1</b>	Key Personnel and equipment:			
	S. No	Designation of Personnel (Position)	No.	Minimum Qualification with minimum experience
	1.	Project Manager	1	B.E Civil +10Years Exp
	2.	Site Engineer	2	B.E Civil +3Years Exp
	3	Plant Engineer	1	B.E Mech. + 3 Years Exp. Or Dip. Mech.+ 7 Years Exp.
	4	Quantity Surveyor	1	B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 7 Years Exp.
	5.	Soil & Material Engineer	1	B.E Civil. + 7 Years Exp. Or Dip. Civil.+ 7 Years Exp.
	6.	Survey Engineer	1	B.E Civil+5 years Exp. Or Dip. Civil + 8 years Exp.
	7	Environment, Health and Safety Engineer	1	Graduate in Civil or Environmental Engineering with specialization and / or additional qualification in Occupational Health and Safety minimum 10 years of experience

<b>GCC 9.2</b>	The following is inserted as GCC 9.2 (e):  “breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”																					
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be: <table border="1" data-bbox="402 558 1372 1402"> <thead> <tr> <th>S. No.</th> <th>Description</th> <th>Minimum cover for Insurance</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Works and Plant and Materials which are incorporated in works</td> <td>Cost of contract plus 10% excluding maintenance cost</td> </tr> <tr> <td>(ii)</td> <td>Loss or damage to Construction Equipment</td> <td>10% of contract amount excluding maintenance cost</td> </tr> <tr> <td>(iii)</td> <td>Other Property</td> <td>5% of contract amount excluding maintenance cost</td> </tr> <tr> <td>(iv)</td> <td>Personal injury or death insurance:</td> <td><b>Rs 10 lakh</b> for each person</td> </tr> <tr> <td></td> <td>a) for other people;</td> <td></td> </tr> <tr> <td></td> <td>b) for Contractor’s Employees</td> <td>In accordance with the statutory requirements applicable in India.</td> </tr> </tbody> </table> <p>Deductibles shall be as per actual premium of the insurance policies.</p>	S. No.	Description	Minimum cover for Insurance	(i)	Works and Plant and Materials which are incorporated in works	Cost of contract plus 10% excluding maintenance cost	(ii)	Loss or damage to Construction Equipment	10% of contract amount excluding maintenance cost	(iii)	Other Property	5% of contract amount excluding maintenance cost	(iv)	Personal injury or death insurance:	<b>Rs 10 lakh</b> for each person		a) for other people;			b) for Contractor’s Employees	In accordance with the statutory requirements applicable in India.
S. No.	Description	Minimum cover for Insurance																				
(i)	Works and Plant and Materials which are incorporated in works	Cost of contract plus 10% excluding maintenance cost																				
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	b) for Contractor’s Employees	In accordance with the statutory requirements applicable in India.																				
<b>GCC 14.1</b>	Site Data are: L-section ,Cross sections of River/ Nallah, etc.																					
<b>GCC 16.1 (add new 16.2)</b>	<b>ESHS Management Strategies and Implementation Plans</b> The following is inserted as a new sub-clause 16.2:  “ <b>16.2</b> 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.”
<b>GCC 20.1</b>	The Site Possession Date(s) shall be given at the time of signing Contract Agreement.
<b>GCC 23.1 &amp; GCC 23.2</b>	Name of the agreed Adjudicator/Dispute Review Expert shall be agreed at the time of signing of contract
<b>GCC 24.3</b>	Daily rate and types of reimbursable expenses to be paid to the Adjudicator/Dispute Review Expert: INR500s0/day
<b>GCC 24.4</b>	The procedure for arbitration will be as follows:  As laid down in Arbitration and Conciliation Act 1996 ,with amendments from time to time and rules thereof.
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.
<b>GCC 26.2</b>	<b>ESHS Reporting</b>  Inserted at the end of GCC 26.2  “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

	<p>to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>(a) confirmed or likely violation of any law or international agreement;</p> <p>(b) any fatality or serious (lost time) injury;</p> <p>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</p> <p>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</p> <p>(e) 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>GCC 26.3</b>	<p>The period between Program updates is 60 days.</p> <p>The amount to be withheld for late submission of an updated Program is INR 500000</p>
<b>GCC 30</b>	Venue of management meeting will be Srinagar/ Jammu
<b>C. Quality Control</b>	
<b>GCC 34.3</b>	The Defects Liability Period is: 365 days.
<b>D. Cost Control</b>	
<b>GCC 38.2</b>	<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>
<b>GCC 40</b>	<p>Add new GCC 40.7:</p> <p>“40.7 if 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"> <li>(i) failure to comply with any ESHS obligations or work described in the Works' 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;</li> <li>(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;</li> <li>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</li> <li>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</li> </ul>															
<b>GCC 41.1</b>	<p>The following changes are applicable</p> <p>The Employer shall pay the Contractor the amounts certified by the Project Manager within 56 days of the date of each certificate.</p>															
<b>GCC 41.3</b>	<p>ITB Clause 41.3 is replaced as this is a Design and Build contract and the following payment schedule applies.</p> <table border="1" data-bbox="488 1381 1393 1873"> <thead> <tr> <th colspan="3"><b>Payment Schedule</b></th> </tr> <tr> <th><b>S. No.</b></th> <th><b>Component</b></th> <th><b>Percentage ( of the total quoted price)</b></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Mobilization Advance</td> <td>10%</td> </tr> <tr> <td>2.</td> <td>Dismantling of two no. anchor blocks &amp; allied structures of damaged bridge, Completion of approach roads as per approved drawing and specification up to subgrade level of RIGHT &amp; LEFT banks of Bridge.</td> <td>10%</td> </tr> <tr> <td>3.</td> <td>Completion of sub structure of Bridge as per approved drawings and specifications.</td> <td>15%</td> </tr> </tbody> </table>	<b>Payment Schedule</b>			<b>S. No.</b>	<b>Component</b>	<b>Percentage ( of the total quoted price)</b>	1.	Mobilization Advance	10%	2.	Dismantling of two no. anchor blocks & allied structures of damaged bridge, Completion of approach roads as per approved drawing and specification up to subgrade level of RIGHT & LEFT banks of Bridge.	10%	3.	Completion of sub structure of Bridge as per approved drawings and specifications.	15%
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3.	Completion of sub structure of Bridge as per approved drawings and specifications.	15%														

	4.	Completion of super structure upto pier cap (with bearings) as per approved drawings and specifications.	20%						
	5.	Completion of deck slab plus girders with approach slab as per approved drawings and specifications.	35%						
	6.	All finishing works, such as WBM-III, Bituminous works incl. nallah training works as per approved drawings and specifications.	15%						
	7.	Load Testing & Commissioning.	5%						
	<i>Note: Mobilization advance shall be paid against the submission of Bank Guarantee. It will be adjusted in equal installments of the running bills.</i>								
<b>GCC 45.1</b>	Price Adjustment is not applicable.								
<b>GCC 46.1</b>	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.								
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are <i>0.05 percent of the final contract cost per day</i> . The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the final Contract Price.								
<b>GCC 49.1</b>	<p>The amount of the advance payment 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>10% of the Contract price</td> <td>On submission of unconditional Bank Guarantee in the prescribed format. <i>(to be drawn before end of 10% of Contract period)</i></td> </tr> </tbody> </table> <p>(The advance payment will be paid to the Contractor no later than 15 days after fulfilment of the above conditions).</p>			<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>	1. Mobilization	10% of the Contract price	On submission of unconditional Bank Guarantee in the prescribed format. <i>(to be drawn before end of 10% of Contract period)</i>
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<b>GCC 50.1</b>	<p>The Performance Security for 5 percent of contract price plus 50% of the amount of differential cost i.e. Difference between Engineer’s estimated cost and quoted rate of bidder as additional security for unbalanced bids and frontloaded items in the BOQ [<i>in terms of ITB Clause 34.5</i>]</p> <p>An Environmental, Social, Safety and Health (ESHS) Performance Security ‘<i>shall</i>’ be provided to the Employer. EQUAL TO 1% of accepted contract amount.</p> <p>The standard form of Performance Security acceptable to the Employer shall be an <u>unconditional</u> Bank Guarantee from a Scheduled or Nationalized bank in India of the type as presented in Section X of the Bidding Documents</p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>* The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of work, as the case may be .....[<i>insert date</i>]</p> <p>* The date by which “as-built” drawings (in scale...) including a compact disc containing digitized drawings in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be .....[<i>insert date</i>].</p>
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals *by the date required in G.C.C. 56.1 is Rs. Rs.10,00000/=
<b>GCC 57.2 (g)</b>	The maximum number of days is: 200
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.

## Appendices

## Appendix 1

### **Salient Features of Labour & Environment Protection Laws<sup>38</sup>**

#### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' 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.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (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.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: 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
- (f) Contract Labour (Regulation & Abolition) Act 1970: 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

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<sup>38</sup> This 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.

- Principal Employer if they employ 20 or more contract labour.
- (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's (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) Employer’s 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 mattes 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 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 foe 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)

Table 1: Coefficients governing the adjustment for changes in cost.

S. No.	Coefficients Name	Symbol	Schedules (Reference Number)								
			<i>[Description of each schedule is given below]</i>								
			S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	S <sub>6</sub>	S <sub>7</sub>	S <sub>8</sub>	S <sub>9</sub>
1.	Fixed	a	15	15	15	15	15	15	15	15	15
2.	Labour [L]	b									
3.	Steel [S]	c									
4.	Cement [C]	d									
5.	Plant & Equipment spares [E]	e									
6.	Diesel and Petroleum products [D]	f									
7.	Bitumen [B]	g									
8.	Others [O]	0									
	<b>Total</b>		<b>100 %</b>	<b>100 %</b>	<b>100 %</b>	<b>100 %</b>	<b>100 %</b>	<b>100 %</b>	<b>100 %</b>	<b>100 %</b>	<b>100 %</b>

*[Fixed element is normally 15%]***BOQ SCHEDULES***[The following Schedules are for example only. The schedules may be modified and specified as appropriate for each work]*

- Schedule 1: Earth Work in Formation
- Schedule 2: Civil Engineering Work (Bridge)
- Schedule 3: Civil Engineering Work Building,
- Schedule 4: Steel Fabrication Works
- Schedule 5: Road Works –WBM
- Schedule 6: Road BTM
- Schedule 7:

**Table 2:** Cost Indices and Reference Prices (applicable for specific items) for adjustment in contract prices [as per GCC 45].

WPI with base 2004-2005 = 100 on the Base Date

Base Date = Deadline for submission of bids

S. No.	Cost Element	Sym bol	Indices or Cost on the Base Date	Index for adjustment	Sources of Index
[1]	[2]	[3]	[4]	[5]	[6]
1.	Fixed	a			
2.	Labour	b	L <sub>o</sub> - all India average Consumer Price Index (CPI) Number for Industrial Workers for ..... centre <sup>39</sup> (Base 2001 = 100) on the base date.	L <sub>n</sub> -CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S <sub>o</sub> – Whole-sale Price Index (WPI) for Steel [ <i>Steel Long</i> ]	S <sub>n</sub> -WPI for the month which is two months prior to the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India.
4.	Cement	d	C <sub>o</sub> -WPI for Grey Cement	C <sub>n</sub> -WPI for the month which the cement is brought to site or one month prior to the month to which IPC is related, whichever is less	Economic Advisor, Ministry of Commerce and Industry, Government of India
5.	Plant & Equipment spares	e	E <sub>o</sub> -WPI for “Construction machinery ”	E <sub>n</sub> – WPI for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India
6.	Diesel <sup>40</sup>	f	Do-Unit Cost from the identified depot on the base date	Dn-Unit Cost for on the first day of the month to which the IPC relates	From the ..... Depot
7.	Bitumen <sup>41</sup>	g	Bo-Unit Cost from the identified refinery on the base date	Bn- Cost per unit quantity on the first day of the month in which the material is brought to site or two months prior to the date to which IPC is related	From .... Refinery
8.	Others	h	Oo- All India Wholesale Price Index(WPI) for all commodities	On- All India WPI for all commodities for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India

IPC – Interim Payment Certificate

<sup>39</sup> The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.<sup>40</sup> The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.<sup>41</sup> The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

Appendix -3<sup>42</sup>  
**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

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<sup>42</sup> If ITB 43 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.

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.

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.

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 40. 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.]*

*[insert date]*

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

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

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 Contract Price ..... *[insert amount in numbers and words]* as corrected and modified<sup>43</sup> in accordance with the Instructions to Bidders is hereby accepted by our Agency.

*[insert one of the following (a) or (b) options]*

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.<sup>44</sup>
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with GCC 23.<sup>45</sup>

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. .... as sub-contractor for executing .....

*[Delete whatever is inapplicable]*

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<sup>43</sup> Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

<sup>44</sup> To 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.

<sup>45</sup> To 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.

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 35.5, and ESHS Performance Security ***[Delete ESHS Performance Security if it is not required under the contract]*** in the form detailed in ITB Clause 42 for amounts<sup>46</sup> of Rs. \_\_\_\_ and Rs. \_\_\_\_ 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 42.2 will be taken. The securities shall be valid upto 28 days from the date of completion i.e. upto ..... 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.

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.

Yours faithfully,

Authorized Signature.....

Name and Title of Signatory.....

Name of Agency.....

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<sup>46</sup> Insert amounts for (i) Performance Security, plus additional security for unbalanced bids; and (ii) ESHS Performance Security respectively.

## 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 42.1, 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 the . . . . . day of . . . . ., . . . . ., between . . . . .  
. . . *[name of the Employer]*. . . . . (hereinafter “the Employer”), of the one part, and . . . . .  
. . . *[name of the Contractor]*. . . . .(hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) this Agreement
  - (b) the Letter of Acceptance
  - (c) the Contractor’s Bid including completed schedules and priced bill of quantities,
  - (d) the Addenda No’s . . . . . *[insert addenda numbers if any]*. . . . .
  - (e) the Particular Conditions of contract
  - (f) the General Conditions of contract;
  - (g) the Specifications
  - (h) the Drawings; and
  - (i) Construction Program, Methodology, Quality Assurance Program, ESHS Management Strategies and Implementation Plans, and Code of Conduct (ESHS)
  - (j) Joint Venture Agreement [for JVs only]
  - (k) Any other document listed in PCC as forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated 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.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor<sup>47</sup>]  
(hereinafter called "the Contractor") 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 Contractor 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 Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of \_\_\_\_\_ [amount of guarantee<sup>48</sup>] \_\_\_\_\_ [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 Contractor before presenting us with the demand.

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 Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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<sup>47</sup> In the case of a JV, insert the name of the Joint Venture

<sup>48</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.

This guarantee shall be valid until .....<sup>49</sup>, 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.***

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<sup>49</sup> *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.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Employer]*  
\_\_\_\_\_ *[address of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Contractor<sup>50</sup>]*  
(hereinafter called "the Contractor") 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 Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with Environmental, Social, Health and/or Safety (ESHS) obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of \_\_\_\_\_ *[amount of guarantee<sup>51</sup>]* \_\_\_\_\_ *[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 Contractor before presenting us with the demand.

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 Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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<sup>50</sup> *In the case of a JV, insert the name of the Joint Venture*

<sup>51</sup> *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, and denominated in Indian Rupees.*

This guarantee shall be valid until .....<sup>52</sup>, 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.***

---

<sup>52</sup> *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.....*[insert guarantee reference number]*

Date.....*[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, Sub-clause 49.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Contractor<sup>53</sup>]* (hereinafter called "the Contractor") 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 guarantee<sup>54</sup>]* \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Contractor, 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 Contractor, 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 Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall 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 Contractor. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

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<sup>53</sup> In the case of a JV, insert the name of the Joint Venture

<sup>54</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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 contractor<sup>55</sup>]* (hereinafter called “the Contractor”) 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 contractor, 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 words<sup>56</sup>]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor 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 Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of Bank]*.

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.

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<sup>55</sup> *In the case of a JV, insert the name of the Joint Venture*

<sup>56</sup> *The 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.*

*[Signature(s) and seal of the guarantor]*