

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

BID [TENDER] NO: New/Revised/Roads/Jammu/02

**Upgradation of
Chiralla Link Road and Malaini-Chakrabatti Road**

NATIONAL COMPETITIVE BIDDING

(Single Envelope Bidding Process without e-Procurement)

NAME OF WORK : **Upgradation of Chiralla Link Road
and Malaini-Chakrabatti Road.**

PERIOD OF SALE OF BIDDING DOCUMENT : FROM 19-12-2019
TO 20-01-2020

TIME AND DATE OF HOURS PRE-BID MEETING¹ : DATE 28-12-2019 TIME 1100 hours

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE 20-01-2020 TIME 1500 hours

* TIME AND DATE OF OPENING HOURS OF BIDS : DATE 20-01-2020 TIME 1530 hours

• PLACE OF OPENING OF BIDS: 2nd Floor, JKPCC Building Railhead Complex
Jammu, J&K.

OFFICER INVITING BIDS

: Director Technical

December 2019

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:19-12-2019

Bid No.: New/Revised/Roads/Jammu/02

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.
 - 2nd Floor, JKPCC Building Railhead Complex Jammu, J&K.
5. Bidding documents may be purchased from the above mentioned addresses office - from **19-12-2019 to 20-01-2020** for a non-refundable fee as indicated in the table below, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable in favour of Chief Accounts Officer PMU3 JTFRP .***The bidding documents and addenda if any can also be downloaded from the website 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.
- Bids must be delivered to the following address: **2nd Floor, JKPC Building Railhead Complex Jammu, J&K** on or before 1500 hours on 20-01-2020 and will be publicly opened on 20-01-2020 1530 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.
7. A pre-bid meeting will be held on 28-12-2019 at 1100 hours at the office of **Director Technical, PMU JTFRP office 2nd Floor, JKPC Building Railhead Complex Jammu, J&K** 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.
8. Other details can be seen in the bidding documents.
9. 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, 2nd Floor, JKPC 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
	Upgradation of Chiralla Link Road and Malaini-Chakrabatti Road	INR 53 lacs	INR 10000/=	15 months, plus DLP of 1 year reckoned from the date of issue of completion certificate.

Sd/-
Director Technical

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

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

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 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

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.

- 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**;

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- (c) Bid Security, in accordance with ITB 19;
 - (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 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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| 15. Currencies of Bid and Payment | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees. |
| 16. Documents Comprising the Technical Proposal | 16.1 | The Bidder shall furnish a Technical Proposal 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. |
| 17. Documents Establishing the Qualifications of the Bidder | 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). |

**18. Period of
Validity of Bids**

- 18.1 Bids shall remain valid for 90 days or for a period **specified in the BDS** 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.

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 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).

- 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.

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- 34.3 Bidders may propose subcontracting upto the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 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 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 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

ITB 1.1	<p>The Employer is: The Employer is: Chief Executive Officer J&K ERA/JTFRP</p> <p>ERA Complex Rambagh Srinagar AND</p> <p>JKPCC Building, 2nd Floor, Rail Head Complex, Jammu-180012</p>
ITB 1.1	<p>The name of the work is: Upgradation of Chiralla Link Road and Malaini-Chakrabatti Road</p> <p>The identification number of the work is: New/Revised/Roads/Jammu/02</p>
ITB 2.1	<p>The Borrower is Government of India.</p> <p>The Sub-Borrower is Government of J&K</p> <p>The Employer is: Chief Executive Officer J&K ERA ERA Complex, Rambagh Srinagar, J&K. /JTFRP JKPCC Building, 2nd Floor, Rail Head Complex, Jammu-180012 (J&K)</p>
ITB 2.1	<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>
ITB 4.1	<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>
ITB 4.4	<p>A list of debarred firms and individuals is available at the Bank's external website www.worldbank.org/debarr.</p>

B. Contents of Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: <i>Director Technical</i> <i>ERA Commercial Complex, Rambagh Srinagar, J&K.</i> JKPCC Building, 2nd Floor, Rail Head Complex, Jammu-180012 (J&K)
ITB 7.1	www.jtfrp.in
ITB 7.4	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: Date: 28-12-2019. Time: 11:00 am Place: Office of the Director Technical, PMU, JKPCC Building, 2nd Floor, Rail Head Complex, Jammu-180012 (J&K)

C. Preparation of Bids

ITB 11.1 (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>
ITB 11.1 (j)	The Bidder shall submit with its bid the following additional documents: (i) Contractor Registration certificate as per IFB, if applicable (ii) Code of Conduct (ESHS) The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be

	<p>monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p>
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 14.5	The prices quoted by the Bidder <i>shall</i> not be <i>subject</i> to adjustment during the performance of the Contract.
ITB 18.1	The bid validity period shall be: 120 days.
33ITB 18.3 (a)	The factor is 4 % per annum.
ITB 19.1	The Bidder shall furnish a bid security in the amount of INR 53 Lacs (<i>Fifty Three Lakh Indian Rupees</i>).
ITB 19.2 (d)	<p>Other types of acceptable securities are:</p> <p>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.</p>
ITB 20.1	In addition to the original of the bid, the number of copies is: <i>two</i>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) <i>Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i></p> <p>(b) <i>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></p>

D. Submission and Opening of Bids

ITB 21.1 &	Electronic bidding is not permitted; bidders shall not have the option of
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22.1	submitting their bids electronically.
ITB 22.1	<p>For bid submission purposes only, the Employer's address is Attention: Director Technical PMU JTFRP office, JKPCC Building, 2nd Floor, Rail Head Complex, Jammu-180012 (J&K) Country: INDIA The deadline for bid submission is: Date: 20-01-2020 Time: 1500 hours Electronic bidding is not permitted.</p>
ITB 25.1	<p>The bid opening shall take place at: PMU JTFRP office, JKPCC Building, 2nd Floor, Rail Head Complex, Jammu-180012 (J&K)</p>
ITB 25.1	<p>Electronic bidding is not permitted, bids shall not be opened electronically.</p>

E. Evaluation and Comparison of Bids

ITB 25.3	<p>The Letter of Bid and Priced Bill of Quantities shall be initialed 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></p>
ITB 30.3	<p>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.</p>
ITB 34.1	<p>At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.</p>
ITB 34.3	<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</p>

	<p>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>
<p>ITB 42.1 and 42.2</p>	<p>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. .</p>
<p>ITB 43.1</p>	<p>The Adjudicator/Dispute Review Expert proposed by the Employer <i>shall be decided at the time of signing the Contract agreement.</i> The daily fee for this proposed Adjudicator/Dispute Review Expert shall be: INR 5000.</p>

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.

If works are grouped in multiple contracts pursuant to Sub-Clause 35.4 of the Instructions to Bidders, the Employer will evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts. If a bidder submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the aggregated requirements regarding:

- Experience
- Financial situation
- Current contract commitments,
- Cash flow capacity,
- Equipment to be allocated, and
- Personnel to be fielded.
 - Bid Capacity

Qualification

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

2.1 Eligibility

2.1.1	Nationality	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	Conflict of Interest	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	Bank eligibility	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	Government Owned Entity	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	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 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 Member	One Member	

Historical Contract Non-Performance

2.2.1	History of Non-Performing Contracts	Non-performance of a contract ² did not occur as a result of contractor default since 1 st January 2014 .	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement by itself or as member to past or existing JV	N / A	Form CON – 2
2.2.2	Suspension due to withdrawal of the Bid within Bid validity	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	Pending Litigation	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 member to past or existing JV	N / A	Must meet requirement by itself or as member to past or existing JV	N / A	Form CON – 2

² Non-performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1 st January 2014	Must meet requirement by itself or as member to past or existing JV	Must meet requirement	Must meet requirement by itself or as member to past or existing JV	N/A	Form CON – 2
2.2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	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, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or regulations in the past five years ⁴ .	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

³The 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	Financial Capabilities	<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 INR 12 Crores 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</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	
		commitments (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	Annual Construction Turnover	Achieved in at least two financial years (in the last seven years) a minimum annual financial turnover ⁵ in civil engineering construction work of INR 55 Crores [Fifty Five Crore Rupees] 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

⁵ At price level 2018-19. 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

2.4.1	General Construction Experience	Experience under construction contracts for similar works such as those pertaining to CONSTRUCTION OF ROADS in the role of contractor, JV member, subcontractor, or management contractor for at least the last seven [7] 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)	Specific Construction Experience	Bidder should have successfully completed as a prime contractor, JV member ⁶ , management contractor or sub-contractor, minimum One (1) civil contract substantially within the last Seven(7) years (FY2013-2014.to FY 2019-20), with a value ⁷ of at least INR 28 Crores involving Construction, Upgradation of Roads (Flexible Pavement).	Must meet requirement	Must meet requirement	Any one of the JV member must meet the requirement.		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>							

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

⁷At 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 (b) For a bidder (either individually as a single entity or as a JV member) 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 (c) 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:

$$\text{Assessed Available bid capacity} = (A*N*2-B)$$

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 2019-20 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
(d)**

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

- 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 member or the joint venture.

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 in construction of roads
2.	Site Engineer	2	B.E Civil +5Years Exp in construction of roads
3	Highway/Pavement Engineer	1	B.E Civil + 5 Years Exp. in construction of roads Or Dip. Civil + 10 Years Exp. in construction of roads
4	Quantity Surveyor	1	B.E Civil. + 7 Years Exp. In Quantity Surveying of Road Projects Or Dip. Civil.+ 10 Years Exp. In Quantity Surveying of Road Projects
5.	Soil & Material Engineer	1	B.E Civil. + 7 Years Exp. In relevant field Or Dip. Civil.+ 10 Years Exp. In relevant field
6.	Survey Engineer	1	B.E Civil+7 years Exp. In relevant field Or Dip. Civil + 10 years Exp. In relevant field
7	Environment, Health and Safety Expert	1	Masters Degree in Environmental Science with minimum 7 years of experience in Environmental management of multilateral funded projects.

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:

Sr. No.	Type of Equipment	Minimum Nos. of Equipment
1.	Motor Grader	02
2.	Dozer	03
3.	Front end loader	03
4.	Smooth wheeled roller (with automatic water sprayer)	02
5.	Vibratory Roller	04
6.	Hot mix plant with electronic Controls (Minimum 50-60 TPH Capacity)	01
7.	Paver Finisher with Electronic Sensor	01
8.	Tippers	06
9.	Water Tanker	04
10.	Bitumen Sprayer	02
11.	Tandem Roller	03
12.	Wet Mix Plant having suitable capacity.	01
13.	Wet Mix Paver.	03
14.	Air Compressor	06
15.	Concrete Batching Plant	01
16.	Transit Mixer	02

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 appoint of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed⁸ 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 4.5⁹;
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:¹⁰ *[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.

⁸ 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.

⁹ Use one of the two options as appropriate.

¹⁰ If none has been paid or is to be paid, indicate "none".

- (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 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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Bill of Quantities

PREAMBLE TO THE BILL OF QUANTITIES

1.0 General

- 1.1 The bill of quantities shall be read in conjunction with the Instruction to Bidder, General and Conditions of Contract, Specifications and Drawings.
- 1.2 The Contractor shall be deemed to have visited the site and read and examined the Bid Documents before completing the Bill of Quantities and filling the rates. The Drawings, Specifications, Schedules etc. are to be considered as explanatory of each other and no advantage shall be taken of any omission in bid documents.
- 1.3 The Contractor shall be deemed to be fully conversant with and to have made full allowance in his Bid for the site conditions, the nature and complexity of the work to be undertaken, the other extensive development and construction work currently being or which may be executed on and around the Site and all changes in the nature and condition of the Site from that existing at the time of Bid.
- 1.4 General directions and descriptions of scope of work and materials given in the Specification or shown in the Drawings are not necessarily repeated in the Bill of Quantities and reference is to be made to the Specification and the Drawings for this information.
- 1.5 The Bill of Quantities is an estimate of the quantities of work involved and is to be used as a basis for pricing of the Bid and for valuation of the work executed, in conjunction with instructions to Bidders, General and Condition of contract, Technical specifications and Drawings
- 1.6 The quantities shown in the Bill of Quantities are approximate only and may be subject to variation. The quantities shown should not be considered as limiting or defining the extent of work to be done and material to be supplied by the Contractor. The contractor shall ascertain the actual quantities of materials required before placing orders.
- 1.7 Quantities given in the Bill of quantities for the various items are approximate only and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work carried out, as measured by the Engineer and valued at the rates of prices quoted in the Bills of Quantities where applicable, and otherwise at such rates for prices as may be fixed within the terms of the contract. Variations in the quantities of work in the Schedule shall not vitiate the contract.
- 1.8 Extra items of work shall not vitiate the Contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer. The rates for extra items of works will be as per rates decided under Contract Conditions.
- 1.9 The rates quoted in the schedule shall be all inclusive value for the work described and be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction, of the Works including surveying, setting out, plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties together with all general risks liabilities and obligations set out or implied in the Contract.
- 1.10 It is to be expressly understood that the measured work is to be taken net (notwithstanding any system or practice to the contrary) according to the actual quantities wherein finished according to the Drawings or as may be ordered from time to time by the Engineer and the cost calculated at the respective prices, without any additional charges for any necessary or contingent works connected therewith. The rates quoted are for works in-situ and complete in every respect. Unless the Bill of Quantities specially indicates to the contrary, the constructional plant and temporary works will not be measured.

- 1.11 Unless otherwise stated, all items are measured net and no allowance will be made for wastage, working space, bulking or shrinkage, overlaps and the like. For supply or transportation of sand etc., deduction for bulkage/voids will be done as per provisions in IS codes /CPWD specifications.
- 1.12. The unit rate should be entered against each item in the Bill of Quantities and shall be written in figures. Any item left un-priced will be deemed to be included for elsewhere in the Bill of Quantities or the Schedule and hence the rate for that item will be taken as NIL.
- 1.13. In case any discrepancy is found between the quoted rates and the amounts, the unit rates will be taken as correct.
- 1.14. Provisional sums included and so designated in the BOQ shall be expended in whole or in part at the discretion and direction of the Engineer in accordance with the conditions of contract.

2.0 Earthworks

- 2.1 The unit of measurement for earthworks where measured separately shall be Cubic Meters for all types of soils including hard rock.
- 2.2 The rates for excavation shall include for all plant, materials and labour required for excavation irrespective of depth in any material and in any location and shall also include for all temporary diversions , support and protection of any existing services and utilities, temporary support and maintenance of the excavation, dewatering, any additional excavation necessary to provide working space, refilling to any over excavation with materials as required by the specification or shown on the drawings, multiple handling and stack piling materials required for filling anywhere on the site, backfilling with materials as required by the specification or shown on the drawing(including the cost of outside material) compaction. Disposal of surplus earth is included in excavation item.

3.0 Dewatering

- 3.1 The rates for all items in Bill of Quantities shall be deemed to include all charges on account of dewatering, diversions, ring bund, protection bunds of any kind etc and all such hidden arrangements/items that are not listed and are necessary for execution of all BOQ items, to entire satisfaction of engineer in charge.
- 3.2 Nothing extra shall be paid on account of dewatering of any kind which the contractor has to carry out during the execution of works, the rate of dewatering of all kinds such as but not limited to, rainfall, snowfall, springs, wells, underground, sub-surface or surface water, water from broken PHE Lines, sewer lines, drains or any other utility, stagnant water of any kind , flood water, is deemed to be included

4.0 Approach to Work Site

Provision for access and approach to all construction sites is the responsibility of contractor and no payment will be made on this account.

5.0 Safety

The contract rates shall be deemed to include all costs of compliance with safety requirements in the Specifications. The rates for all items given in BOQ shall be deemed to include all costs on account of traffic diversions and all such hidden assessment/items which are not listed to entire satisfaction of Engineers In charge.



Bill of Quantities

Bill Of Quantities(BOQ)

Bill no: -1 :Dismantling

Sl. No	Description	Unit	Total	Rate in Word	Rate in figure	Amount
1.1	Clearing jungle including uprooting of rank vegetation, grass, brushwood, trees and saplings of girth upto 30cm measured at height of 1m above ground level and removal of rubbish upto a distance of 50m outside the periphery of the area cleared as per MoRTH clause no 201	Sqm	39391			
1.2	Scarification of flexible pavements upto 50mm and disposal of dismantled materials up to within all lead , stacking serviceable and unserviceable materials separately as per MoRTH clause no 202	Sqm	25650			

Bill no: -2 : Earth work

2.0	Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transporting to the embankment location within all lifts and lead as per MoRTH clause no 301					
	Ordinary Soil	Cum	44829			
2.1	Removal of unserviceable soil including excavation, loading and disposal upto within all lifts and lead but excluding replacement by suitable soil which shall be paid	Cum	25662			

	separately					
2.2	Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet requirement of table as per MoRTH clause 305.	Cum	19167			
2.3	Construction of unpaved shoulders with approved material (PI max-6%) obtained from available material approved by the EIC with all lifts & leads , transporting to site, spreading, grading to required slope and compacted to meet requirement of as per MoRTH clause 305					
	Rolling with vibratory roller	Cum	7569			

Bill no:-3 : Pavement Work

3.1	Construction of subgrade with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of as per MoRTH clause 305	Cum	4048			
3.2	Construction of crushedgranular sub-base Grade-II by providing close graded Material, mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per	Cum	17660			

	MoRTH clause 401					
3.3	Providing, laying, spreading and compacting graded stone aggregate to water bound macadam (For layer II- Gr III and for layer I-Gr -II) specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub- base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density.as per MoRTH clause 404	Cum	21470			
3.4	Providing and applying Prime coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying Prime at the rate of 0.7 kg/sqm using mechanical means as per MoRTH clause 502	Sqm	88419			
3.5	Providing and applying tack coat with bitumen emulsion complying with IS-8887-1995 spraying the bitumen emulsion with mechanically operated spray unit, cleaning and preparing the existing road surface as per spec over W.B.M @ 0.4Kg/sqm	Sqm	176837			
3.6	Providing and laying seal coat of premixed fine aggregate (passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade 80/100 bitumen ' .per cum of fine aggregate and 0.60 cum of fine aggregate per	Sqm	88419			

	100 sqm of road surface including rolling and finishing with road all complete					
3.7	Providing and laying 2.5 cm premix carpet surfacing with 2.25 cu.m. and 1.12 cu.m of stone chippings of 13.2 mm and 11.2 size respectively per 100 sq.m. and 52kg. and 56 kg. of hot bitumen per cu.m. of stone chippings of 13.2 mm and 11.2 mm size respectively including a tack coat with hot straight run bitumen including consolidation with road roller of 6 to 9 tonne capacity etc. complete (tack coat to be paid for separately)	Sqm	88419			
3.8	Providing and laying Bituminous Macadam on prepared surface with specified graded crushed stone aggregate for profile corrective base/binder course including loading of aggregate with F. E. loader, hot mixing of stone aggregates in hot mix plant, transporting the mixed material by tippers to paver and laying the mixed material with paver finisher fitted with electronic sensing device to the required level and grade and rolling with road rollers, as per MORTH specification to achieve the desired density and compaction but excluding the cost of primer/tack coat.	Cum	4421			

Bill no: -4: Culvert

4.1	Earthwork in excavation of foundation for structures including pipe culverts in all types of soil including lead & lifts complete as per drawings and MORT&H specifications clauses 304 & 2903.	Cum	3432			
4.2	Back filling behind abutments, wing walls and return walls with selected granular material of approved quality with all leads and lifts complete as per drg. and MORT&H specifications clauses 305 & 2907.	Cum	140			
4.3	Filter media behind abutments, wing walls, & return walls, including all material, labour, equipment carriage etc. all complete as per drawing and Technical Specification Clauses 305, 309 & 2504.	Cum	119			
4.4	Providing & Laying Plain Cement Concrete levelling course in open foundation including centering and shuttering but excluding reinforcement all complete as per drg. and MORT&H specifications sections 1500, 1700 and 2100.					
	M-15 grade	Cum	125			
4.5	Providing & Laying Reinforced Cement Concrete in open foundation including centering and shuttering but excluding reinforcement all complete as per drg. and MORT&H specifications sections 1500, 1700 and 2100.					
	M-25 grade	Cum	283			
4.6	Cement Concrete / Reinforced Cement Concrete in sub-structure including form work but excluding reinforcement complete as per drg. and MORT&H specifications sections 1500, 1700 and 2200.					
	M-25 grade	Cum	297			

4.7	Reinforced Cement Concrete in super-structure including centring and shuttering but excluding reinforcement complete as per drg. and MORT&H specifications sections 1500, 1700 and 2300.					
	M-25 grade	Cum	71			
4.8	Supplying, fitting & placing in position HYSD / TMT bar reinforcement complete as per drg. and MORT&H specifications sections 1600.					
	Foundation	MT	7			
	Sub-structure	MT	13			
	Superstructure	MT	8			
4.9	Providing & fixing Bitumen impregnated fibre board expansion joints complete as per drg. and Technical specifications	M	84			
4.10	Providing weep holes in brick masonry / plain / reinforced concrete abutment, wing walls / return wall with 100mm dia AC pipe, extending through the full width of structure with slope of IV:20H towards draining face complete as per drg. and MORT&H specifications clause 2706.	Nr.	196			
4.11	Providing, laying & jointing RCC NP4 pipe including testing complete as per drg. & MORT&H specifications section 2900.					
	1200mm dia	M	205			
4.12	Rigid apron 150mm thick flat stone embedded in 300mm thick M-15 grade concrete as per drawing and technical specification Clause 2505.	Cum	993			
4.13	Providing & laying stone boulder apron complete as per drg. & MORT&H specifications section	Cum	890			

	2500.					
4.14	Providing & laying filter material underneath stone boulder pitching on slopes complete as per drg. and MORT&H specifications section 2500.	Cum	76			
4.15	Providing & laying stone boulder pitching on slopes complete as per drg. and MORT&H specifications section 2500.	Cum	152			
4.16	Providing & laying stone pitching on slopes for pipe culvert complete as per drg	Cum	349			
4.16	Providing & laying selected granular material for pipe bedding as per drg. and MORT&H specifications section 2900.	Cum	252			
4.17	plain cement concrete M-20 grade for head wall of culvert including centering and shuttering complete as per drawing and technical specification section 1500, 1700, 2100 and 2200.	Cum	961			
4.18	Providing and laying 12 mm thick mastic asphalt wearing course on top of deck slab excluding prime coat with paving grade bitumen meeting the requirements given in table 500-29, prepared by using mastic cooker and laid to required level and slope after cleaning the surface, including providing antiskid surface with bitumen precoated fine grained hard stone chipping of 9.5 mm nominal size at the rate of 0.005cum per 10 sqm and at an approximate spacing of 10 cm center to center in both directions, pressed into surface when the temperature of surfaces not less than 100 deg. C, protruding 1 mm	Sq.m.	188			

	to 4 mm over mastic surface, all complete as per clause 515.)					
4.19	Drainage Spouts complete as per drawing and Technical specification	Nos	11			
4.20	PCC M15 Grade leveling course below approach slab complete as per drawing and Technical specification	Cum	33			
4.21	Reinforced cement concrete approach slab including reinforcement and formwork complete as per drawing and Technical specification	Cum	94			
4.22	Dismantling					
	Plain Cement Concrete	Cum	27			
	Pipe	M	188			
	Brick / Stone Structures	Cum	247			

Bill no: -05:Drain

5.1	Earthwork in excavation of foundation for structures including all types of soil including lead & lifts complete as per drawings and MORT&H specifications clauses 304 & 2903.	Cum	10699			
5.2	Providing & Laying Plain Cement Concrete M-15 levelling course in open foundation including centering and shuttering but excluding	cum	7734			

	reinforcement all complete as per drg. and MORT&H specifications sections 1500, 1700 and 2100.					
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Bill no: -06:Traffic Signs, Marking and Appurtenances

6.1	Retro- reflectorised Traffic signs (Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC :67 made of encapsulated lens type reflective sheeting vide clause 801.3, fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing)					
(i)	90 cm equilateral triangle (Give Way)	Each	7			
(ii)	60 cm equilateral triangle	Each	167			
(iii)	90 cm circular(Speed Limit at sharp bend)	Each	192			
(iv)	90cm x 30cm rectangular (Object hazard)	Each	172			
(v)	60 cm x 45 cm rectangular (Place identification)	Each	19			
(vi)	60 cm x 50 cm rectangular Chevron (at sharp bend)	Each	4			

6.2	Direction and Place Identification signs upto 0.9 sqm size board. (Providing and erecting direction and place identification retro-reflectorised sign as per IRC:67 made of encapsulated lens type reflective sheeting vide clause 801.3, fixed over aluminium sheeting, 2 mm thick with area not exceeding 0.9 sqm supported on a mild steel single angle iron post 75 x 75 x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 x 45 x 60 cm, 60 cm below ground level as per approved drawing)	Sqm	2.2			
6.3	Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous Surface (Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 .The finished surface to be level, uniform and free from streaks and holes.)	Sqm	4040			
6.4	Kilometre Stone (Reinforced cement concrete M15 grade kilometre stone of standard design as per IRC:8-1980, fixing in position including painting and printing etc)					
	5th kilometre stone (precast)	Each	4			
	Ordinary Kilometer stone (Precast)	Each	20			
	200 mt stone (Precast)	Each	206			

6.5	Road Delineators (Supplying and installation of delineators (road way indicators, hazard markers, object markers), 80-100 cm high above ground level, painted black and white in 15 cm wide stripes, fitted with 80 x 100 mm rectangular or 75 mm dia circular reflectorised panels at the top, buried or pressed into the ground and conforming to IRC-79 and the drawings.)	Each	3524			
6.6	Convex Mirror at sharp curved	No	50			
6.7	Parapet wall white painting	Sqm	14822			
6.8	Parapet wall PCC M-15	Cum	2309			
Bill no:-07:Protection work						
7.1	Earthwork in excavation of foundation for structures including pipe culverts in all types of soil including lead & lifts complete as per drawings and MORT&H specifications clauses 304 & 2903.	Cum	15883			
7.2	Filter media behind abutments, wing walls, & return walls, including all material, labour, equipment carriage etc. all complete as per drawing and Technical Specification Clauses 305, 309 & 2504.	Cum	7606			
7.3	Providing & Laying Plain Cement Concrete (M-15) levelling course in open foundation including centering and shuttering but excluding reinforcement all complete as per drg. and MORT&H specifications sections 1500, 1700 and 2100.	Cum	17187			
7.4	Providing weep holes in Plain/Reinforced concrete abutment, wing wall/return wall with 100 mm dia AC pipe, extending through the full width of the	Nos	6926			

	structure with slope of 1V :20H towards drawing face. Complete as per drawing and Technical specifications					
Bill no:-08: Environment and Social Management Plan.						
8.1	<p>SITE SAFETY MEASURES: Barricading as Per IRC SP-55. Rate shall be inclusive of cost of providing all materials and fixing arrangements, including excavation, transportation to site, fixing, backfilling, removal of the complete barricading after construction work is over and rehabilitation of the site etc., with all incidental charges, leads, lifts and all taxes and duties as applicable and as specified by Engineer-in-charge. Material of barricading shall be the property of contractor after completion the work. Barricading shall be maintained throughout the construction period. It should be installed in a manner so that one cannot crawl underneath it, should be sturdy enough to bear normal wear and tear at the construction site, should not topple off and hurt someone and should be strong enough to withstand the elements, including high wind conditions.</p>	Rmts	500			
8.2	Provision, installation and maintenance of cautionary/warning signage, including diversion boards as per IRC specifications (SP:55, 2014) on the main road and along the access, including cost of boards and other materials required for	No	2			

	fixing, with all incidental charges leads, lifts and all taxes as applicable from time to time and as specified by Engineer-in-charge					
8.3	Cost towards first aid and emergency response arrangements in the camp and worksite (including fire and electrical safety provisions)	Job	1			
8.4	Cost towards periodic health check-ups once in three months for all construction workers	Job	1			
8.5	Wet type portable toilet (MS fabricated) 2 seats (1 for men and 1 for women with separate entrances), fitted with 2000 liters capacity overhead tank and 500 liters capacity bottom tank, fitted with Indian type of pot with other facilities such as tap, lighting and ventilation; and sludge tank of capacity 1000L, and stationed at a suitable place in or around 50 meters from work front. Includes cost of water, cost for emptying of bottom tank through mobile suction machine, attendant cost for looking after cleaning and operation of the toilets, all materials and labour charges, all incidental charges, leads, lifts and all taxes as applicable from time to time and as specified by Engineer-in-charge.	No	2			
8.6	Dry type portable toilet (MS fabricated) (bio digester) of approved design with 2 seats (one for men and one for women). Includes cost of water, cost for emptying of bottom tank through mobile suction machine, attendant cost for looking after cleaning and	No	2			

	operation of the toilets, all materials and labour charges, all incidental charges, leads, lifts and all taxes as applicable from time to time and as specified by Engineer-in-charge.					
8.7	Providing of mobile drinking water counter/kiosk, fabricated from stainless steel with 300 liters capacity, with two taps and with bottom tank (300 litre holding capacity) to collect waste water and stationed at a suitable place within operational area, with one common attendant for both mobile toilet and drinking water kiosk. Cost includes charges for emptying bottom tank through suction machine, shifting cost of the kiosk from one operational area to another area, attendant cost for looking after cleaning and operation, all materials and all labour charges, all incidental charges, leads, lifts and all taxes as applicable from time to time and as specified by Engineer-in-charge	No	2			
8.8	OTHER ENVIRONMENT, HEALTH AND SAFETY MEASURES: Information dissemination about type and schedule of civil works, utility shifting/damage/emergency repairs, complaint handling and all such issues that affect public/near-by residents Road users close to the work zone. Dissemination modes to include display of banners/notices, distribution of handbills, organization of meetings and other appropriate means at least once in a month for the entire project duration.	Months	9			

8.9	Provision of Project Information Board in sheet steel and all supports, including fixing and maintenance during the entire project. Minimum board size should be 3 meters x 2 meters, with necessary information in English and local language written in black paint with white back ground. The board details and the required information will be furnished by the Engineer. The complete design, including logo and information to be displayed shall be approved by the Engineer	no	2			
8.10	<p>Cost of environmental monitoring (air, water and noise) during entire construction period . Ambient Air quality, Ambient Noise level and water quality monitoring. (24 Hourly Ambient Air Quality Monitoring for PM2.5 PM10,SO2, Nox and CO)-Noise Levels (dB) for Day and Night, Water Monitoring- . AAQ- Once before start of work and thereafter once in every quarter, AAN-Once before start of work and thereafter once in every month, Water monitoring – once before start of work & thereafter after completion of work</p>	Job	1			
8.11	Providing of red fluorescent with white reflective sleeve traffic cone made of low density polyethylene(LDPE) material with a square base of 390x390x35mm and a height of 770mm, 4Kg in weight, placed at 1.5m interval, all as per BS 873 including cost of all materials, labour, loading, unloading, lead, lift, transporting etc complete Technical Specification	No	20			

	section & IRC SP 55-2001.					
	Total Bid Cost in Figures (INR) A					
	Total Bid Cost in Words (INR)					
	Provisional Sum (B)					10000000/-
	Total Cost including provisional sum (A+B)					

Note:

Following points shall be kept in view while filling up the BOQ in financial bid.

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*
2. *Unit rates and prices shall be quoted by the bidder in Indian Rupees*
3. *Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.*
4. *The rates quoted by the bidder for each item should be inclusive of all kinds of carriage (mechanical / head load),for all leads ,and lifts . Nothing extra will be paid on account of these items.*
5. *A Provisional Sum of INR 1.0 Crore is reserved for the miscellaneous works not included in the BOQ. The bidder shall not quote for the Provisional Sum in BOQ. Any expense out of the Provisional Sum shall be towards the cost of shifting of utilities and other unforeseen items not covered in the B.O.Q, subject to prior approval of the project manager both in terms of quantity and scope of work.*

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]*¹¹ (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 _____¹² 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) Performance Security, in accordance with the Instruction to Bidders.

¹¹ *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 alongwith its bid.*

¹² *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.*

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 _____¹³ 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 _____

[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.

¹³ 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**

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]

Technical Proposal – Mobilization Schedule

[Insert Mobilization Schedule]

Technical Proposal – Construction Schedule

[Insert Construction Schedule]

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.

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)*

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

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).

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

1.1 Bidder Information			
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)			
Attached are copies of the following original documents. <ol style="list-style-type: none">1. In case of single entity, articles of incorporation or constitution of the legal entity names above, in accordance with ITB 4.1 and 4.3.2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.3. In case of JV, letter of intent to form JV or JV agreement: in accordance with ITB 4.1 read with BDS4. 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.5. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.			

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

JV/Specialist Subcontractor Information			
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)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 read with BDS. 2. Authorization to represent the firm names above, in accordance with ITB 20.2. 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. 4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 			

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 <input type="checkbox"/> 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. <input type="checkbox"/> Authorization to represent the Specialized Subcontractor.

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'
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.			

Year of dispute	Amount in dispute (Rupees)	Contract Identification	Total Contract Amount (Rupees)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4. <input type="checkbox"/> Litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rupees)
<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"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5. 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>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (Rs.)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for 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

SUMMARY OF FINANCIAL STATEMENTS							
Name of bidder/JV Member:							
(Equivalent Rs. Million)							
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.

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.]

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

Names of all members of a joint venture
1. Member in charge
2. Member
3. Member

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

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

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

1. Name and address of Bankers to the Joint Venture

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 r]</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 years¹⁴. *[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

¹⁴ 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 Name¹⁵

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:¹⁶

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***

¹⁵ If applicable

¹⁶ 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 ¹⁷ 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)

¹⁷ Attach certificate(s) from the Engineer(s)-in-Charge.

(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)

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*

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.¹⁸ 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;¹⁹
 - (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;²⁰
 - (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;²¹
 - (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;²²
 - (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; and/or threatening, harassing or

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

¹⁹ 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.

²⁰ 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.

²¹ 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.

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

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,²³ 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 nominated²⁴;
- (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."

²³ 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 of 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.

²⁴ 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.

PART 2 – Works Requirements

Section VII – Works’ Requirements

Specifications

Project Background:

The Government of India/ Government of Jammu and Kashmir (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of a “credit” (hereinafter called “credit”) toward the cost of Jhelum & Tawi Flood Recovery Project. The component 2 of "Jhelum and Tawi Flood Disaster Recovery Project" is ‘to restore and improve the connectivity disrupted due to the disaster through the reconstruction of damaged roads and bridges’. The infrastructure will be designed to withstand earthquake and flood forces as per the latest official design guidelines. The affected areas will benefit by the restored access to the markets thereby increasing the economic growth in these areas and timely access to health and education services. Restoration of roads will also serve as supply/rescue lines in the event of disaster.

The component will finance support the reconstruction of about 300 km of damaged roads and associated drainage works, retaining walls, breast walls and other structures to increase resilience. It will also finance the restoration and improvement of about 40 damaged bridges, designed to be seismic resilient (per the guidelines of the Bureau of Indian Standards) and with regard to topography and hydrology (per the guidelines of the Indian Roads Congress, the Ministry of Road Transport and Highways), and projected demographic changes.

Chiralla Link Road

Project Road take off from Km 61 of Batote – Kishtwar National Highway (NH - 244) and end 10th Km of this alignment near village Puneja. From Puneja, Chiralla-Puneja PMGSY road starts of length 10 km to give connectivity to village Chiralla. From connectivity point of view, this particular road have high importance as through this alignment people of Chiralla, Gosti, Rukali via Ponchai connect with district town. From Km 0.000 to Km 4.000 and from Km 6.000 to Km 8.500 existing BT surface is in dilapidated condition and rest stretches are either Gravel or Earthen. During year 2014, several stretches severely damaged and protection work fully collapsed. Sliding continued from Km 2.000 to Km 2.400, Km 5.400 to Km 6.500 and Km 7.100 to Km 7.700. Due to non existence of throughout CC drain, pavement badly damaged and slope eroded at several locations. Major Protection work require at those stretches apart from rest with provision of CC drain.

Malani to Chakrabatti Road

Project Road take off from Km 7th of Pul-doda – Bhaderwah and end village Sundra. From connectivity point of view, this particular road has high importance as through this

alignment people of several villages connect with district town. Gravel/ Earthen surface mostly exists. Due to non existence of throughout CC drain, pavement badly damaged and slope eroded at several locations. Necessary protection work require at several stretches with provision of CC drain.

Specifications

The specifications for the Works under this contract shall be as per publication entitled "Ministry of Rural Development (MORD)", Specifications for Rural Roads published by the IRC-37 (20013) along with specifications for all-weather rural roads, including cross drainage works, and surface and sub-surface drainage system given in "Rural Roads Manual" a publication of the Indian Roads Congress (IRC-37 & IRC-73), Guidelines for the

Specification and Standards

All materials ,works and construction operations shall conform to the IRC; 37 and 73 of specifications and Standards of Intermediate and 2-lane MDR and MoRTH specification for Road and Bridge work. Where the specification is not given, good industry practice shall be adopted to the stratification of Authority Engineer.

The relevant Clauses of the MoRTH for the items mentioned in the BOQ are as under:

MoRTH clause no 201, CLEARING AND Dismantling

201.1 Scope

This work shall consist of cutting, removing and disposing of all materials such as trees, bushes, shrubs, stumps, roots, grass, weeds, rubbish, top organic soil, etc. to an average depth of 150 mm in thickness, which in the opinion of the Engineer are unsuitable for incorporation in the works, from the area of road land containing road embankment, drains, cross-drainage structures and such other areas as may be specified on the drawings or by the Engineer. It shall include necessary excavation, backfilling of pits resulting from uprooting of trees and stumps to required ompaction, handling, salvaging, and disposal of cleared materials with all leads and lifts. Clearing and grubbing shall be performed in advance of earthwork operations and in accordance with the requirements of these Specifications.

201.2 Preservation of Property/Amenities

Roadside trees, shrubs, any other plants, pole lines, fences, signs, monuments, buildings, pipelines, sewers and all road facilities within or adjacent to the highway which are not to be disturbed shall be protected from injury or damage. The Contractor shall provide and install at his own cost, suitable safeguards approved by the Engineer for this purpose. During clearing and grubbing, the Contractor shall take all adequate precautions against soil erosion, water pollution, etc., and where required, undertake additional works to that effect vide Clause 306. Before start of operations, the Contractor shall submit to the Engineer for approval, his work plan including the procedure to be followed for disposal of waste materials, etc., and the schedules for carrying out temporary and permanent erosion control works as

stipulated in Clause 306.3.

201.3 Methods, Tools and Equipment

Only such methods, tools and equipment as are approved by the Engineer and which will not affect any property to be preserved shall be adopted for the Work. If the area has thick vegetation/roots/trees, a crawler or pneumatic tyred dozer of adequate capacity may be used for clearance purposes. The dozer shall have ripper attachments for removal of tree stumps. All trees, stumps, etc., falling within excavation and fill lines shall be cut to such depth below ground level that in no case these fall within 500 mm of the bottom of the subgrade. Also, all vegetation such as roots, under-growth, grass and other deleterious matter unsuitable for incorporation in the embankment subgrade shall be removed between fill lines to the satisfaction of the Engineer. All branches of trees extending above the roadway shall be trimmed as directed by the Engineer. All excavations below the general ground level arising out of the removal of trees, stumps, etc., shall be filled with suitable material and compacted thoroughly so as to make the surface at these points conform to the surrounding area. Ant-hills both above and below the ground, as are liable to collapse and obstruct free subsoil water flow shall be removed and their workings, which may extend to several metres, shall be suitably treated.

201.4 Disposal of Materials

All materials arising from clearing and grubbing operations shall be taken over and shall be disposed of by the Contractor at suitable disposal sites with all leads and lifts. The disposal shall be in accordance with local, State and Central regulations

201.5 Measurements for Payment

Clearing and grubbing for road embankment, drains and cross-drainage structures shall be measured on area basis in terms of hectares. Cutting of trees upto 300 mm in girth and removal of their stumps, including removal of stumps upto 300 mm in girth left over after trees have been cut by any other agency, and trimming of branches of trees extending above the roadway and backfilling to the required compaction shall be considered incidental to the clearing and grubbing operations. Clearing and grubbing of borrow areas shall be deemed to be a part of works preparatory to embankment construction and shall be deemed to have

been included in the rates quoted for the embankment construction item and no separate payment shall be made for the same.

Ground levels shall be taken prior to and after clearing and grubbing. Levels taken prior to clearing and grubbing shall be the base level and will be accordingly used for assessing the depth of clearing and grubbing and computation of quantity of any unsuitable material which is required to be removed. The levels taken subsequent to clearing and grubbing shall be the base level for computation of earthwork for embankment. Cutting of trees, excluding removal of stumps and roots of trees of girth above 300 mm shall be measured in terms of number according to the girth sizes given below :- i) Above 300 mm to 600 mm

ii) Above 600 mm to 900 mm

iii) Above 900 mm to 1800 mm

iv) Above 1800 mm

For the purpose of cutting of trees and removal of roots and stumps, the girth shall be measured at a height of 1 m above ground or at the top of the stump if the height of the stump is less than one metre from the ground.

201.6 Rates

201.6.1 The Contract unit rates for the various items of clearing and grubbing shall

be payment in full for carrying out the required operations including full compensation for all labour, materials, tools, equipment and incidentals necessary to complete the work. These will also include removal of stumps of trees less than 300 mm girth excavation and backfilling to required density, where necessary, and handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads. Clearing and grubbing done in excess of 150 mm by the Contractor shall be made good by the Contractor at his own cost as per Clause 301.3.3 to the satisfaction of the Engineer prior to taking up earthwork. Where clearing and grubbing is to be done to a level beyond 150 mm, due to site considerations, as

directed by the Engineer, the extra quantity shall be measured and paid separately.

201.6.2 The Contract unit rate for cutting trees of girth above 300 mm shall include

handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads.

201.6.3 The Contract unit rate for removal of stumps and roots of trees girth above 300 mm shall include excavation and backfilling with suitable material to required compaction, handling, giving credit towards salvage value disposing of the cleared materials with all lifts and leads.

201.6.4 The Contract unit rate is deemed to include credit towards value of usable

materials, salvage value of unusable materials and off-set price of cut trees and stumps belonging to the Forest Department. The off-set price of cut trees and stumps belonging to the Forest Department shall be deducted from the amount due to the Contractor and deposited with the State Forest Department. In case the cut trees and stumps are required to be deposited with the Forest Department the Contractor shall do so and no deduction towards the off-set price shall be effected. The offset price shall be as per guidelines I estimates of the State Forest Department.

201.6.5 Where a Contract does not include separate items of clearing and

grubbing, the same shall be considered incidental to the earthwork items and the Contract unit prices for the same shall be considered as including clearing and grubbing operations.

This work shall consist of dismantling and removing existing culverts, bridges, pavements, kerbs and other structures like guard-rails, fences, utility services, manholes, catch basins, inlets, etc., from the right of way which in the opinion of the Engineer interfere with the construction of road or are not suitable to remain in place, disposing of the surplus/unsuitable materials and backfilling to after the required compaction as directed by the Engineer. Existing culverts, bridges, pavements and other structures which are within the highway and which are designated for removal, shall be removed upto the limit and extent specified in the drawings or as indicated by the Engineer. Dismantling and removal operations shall be carried out with such equipment and in such a manner as to leave undisturbed, adjacent pavement, structures and any other work to be left in place. All operations necessary for the removal of any existing structure which might endanger new construction shall be completed prior to the start of new work.

202.3 Dismantling Pavements and Other Structures,In removing pavements, kerbs, gutters, and other structures like guard-rails, fences,

manholes, catch basins, inlets, etc., where portions of the existing construction are to be left in the

finished work, the same shall be removed to an existing joint or cut and chipped to a true line with a face perpendicular to the surface of the existing structure. Sufficient removal shall be made to provide for proper grades and connections with the new work as directed by the Engineer.

All concrete pavements, base courses in carriageway and shoulders etc., designated for removal shall be broken to pieces whose volume shall not exceed 0.02 cU.m and used with the approval of the Engineer or disposed of.

202.6 Measurements for Payment

The work of dismantling shall be paid for in units indicated below by taking measurements before and after, as applicable:

- i) Dismantling brick/stone masonry/ cU.m concrete (plain and reinforced)
- ii) Dismantling flexible and cement cU.m concrete pavement
- iii) Dismantling steel structures tonne
- iv) Dismantling timber structures cU.m
- v) Dismantling pipes, guard rails, kerbs, linear mgutters and fencing
- vi) Utility services No.

202.7 Rates

The Contract unit rates for the various items of dismantling shall be paid in full for carrying out the required operations including full compensation for all labour, materials, tools, equipment, safeguards and incidentals necessary to complete the work. The rates will include excavation and backfilling to the required compaction and for handling, giving credit towards salvage value disposing of dismantled materials with all lifts and leads.

MoRTH clause 301.EXCAVATION FOR ROADWAY AND DRAINS

301.1 Scope, This work shall consist of excavation, removal and disposal of materials necessary for the construction of roadway, side drains and waterways in accordance with requirements of these Specifications and the lines, grades and cross-sections shown in the drawings or as indicated by the Engineer. It shall include the hauling and stacking of or hauling to sites of embankment and subgrade construction suitable cut materials as required, as also the disposal of unsuitable cut materials in specified manner, with all leads and lifts, reuse of cut materials as may be deemed fit, trimming and finishing of the road to specified dimensions or as directed by the Engineer.

301.2 Classification of Excavated Material

301.2.1 Classification: All materials involved in excavation shall be classified by the Engineer in the following manner:

a) Soil :

This shall comprise topsoil, turf, sand, silt, loam, clay, mud, peat, blackcotton soil, soft shale or loose moorum, a mixture of these and similar material which yields to the ordinary application of pick, spade and/or shovel, rake or other ordinary digging equipment. Removal of gravel or any other modular material having dimension in anyone direction not exceeding 75 mm shall be deemed to be covered under this category.

MoRTH clause 305. EMABANKMENT CONSTRUCTION

These Specifications shall apply to the construction of embankments including sub-grades, earthen shoulders and miscellaneous backfills with approved material obtained from approved source, including material from roadway and drain excavation, borrow pits or other sources. All embankments sub-grades, earthen shoulders and miscellaneous backfills shall be constructed in accordance with the requirements of these Specifications and in conformity with the lines, grades, and cross-sections shown on the drawings or as directed by the Engineer.

Physical Requirements

305.2.1.1 The materials used in embankments, subgrades, earthen shoulders and miscellaneous backfills shall be soil, moorum, gravel, reclaimed material from pavement, fly ash, pond ash, a mixture of these or any other material as approved by the Engineer. Such materials shall be free of logs, stumps, roots, rubbish or any other ingredient likely to deteriorate or affect the stability of the embankment.

The following types of material shall be considered unsuitable for embankment:

- a) Materials from swamps, marshes and bogs;
 - b) Peat, log, stump and perishable material; any soil that classifies as O1, O1, OH or Pt in accordance with IS:1498;
 - c) Materials susceptible to spontaneous combustion;
 - d) Materials in a frozen condition;
 - e) Clay having liquid limit exceeding 50 and plasticity index exceeding 25;
- and

f) Materials with salts resulting in leaching in the embankment.

305.2.1.2 Expansive clay exhibiting marked swell and shrinkage properties ("free swelling index" exceeding 50 percent when tested as per IS:2720 - Part 40) shall not be used as a fill material. Where an expansive clay having "free swelling index" value less than 50 percent is used as a fill material, subgrade and top 500 mm portion of the embankment just below sub-grade shall be non-expansive in nature.

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305.2.1.3 Any fill material with a soluble sulphate content exceeding 1.9 grams of sulphate (expressed as S03) per litre when tested in accordance with BS:1377, Part 3, but using a 2:1 water-soil ratio shall not be deposited within 500 mm distance (or any other distance described in the Contract), of permanent works constructed out of concrete, cement bound materials or other cementitious material. Materials with a total sulphate content (expressed as S03) exceeding 0.5 percent by mass, when tested in accordance with BS:1377, Part 3 shall not be deposited within 500 mm, or other distances described in the Contract, of metallic items forming part of the Permanent Works.

305.2.1.4 The size of the coarse material in the mixture of earth shall ordinarily not exceed 75 mm when placed in the embankment and 50 mm when placed in the sub-grade. However, the Engineer may at his discretion permit the use of material coarser than this also if he is satisfied that the same will not present any difficulty as regards the placement of fill material and its compaction to the requirements of these Specifications. The maximum particle size in such cases, however, shall not be more than two-thirds of the compacted layer thickness.

305.2.1.6 The material to be used in subgrade shall conform to the design CBR value at the specified dry density and moisture content of the test specimen. In case the available m64 Earthwork, Erosion Control and Drainage Section 300

materials fails to meet the requirement of CBR, use of stabilization methods in accordance with Clauses 403 and 404 or by any stabilization method approved by the Engineer or by the IRC Accreditation Committee shall be followed.

305.2.1.7 The material to be used in high embankment construction shall satisfy the specified requirements of strength parameters.

305.2.2.2 Borrow Materials

The arrangement for the source of supply of the material for embankment and sub-grade and compliance with the guidelines, and environmental requirements, in respect of excavation and borrow areas as stipulated, from time to time by the Ministry of Environment and Forests, Government of India and the local bodies, as applicable shall be the sole responsibility of the Contractor. Borrow pits along the road shall be discouraged. If permitted by the Engineer, these shall not be dug continuously. Ridges of not less than 8 m width should be left at intervals not exceeding 300 m. Small drains shall be cut through the ridges to facilitate drainage. The depth of the pits shall be so regulated that their bottom does not cut an imaginary line having a slope of 1 vertical to 4 horizontal projected from the edge of the final section of the bank, the maximum depth in any case being limited to 1.5 m. Also, no pit shall be dug within the offset width of a minimum of 10m. Haulage of material to embankments or other areas of fill shall proceed only when sufficient

spreading and compaction plant is operating at the place of deposition. Where the excavation reveals a combination of acceptable and unacceptable materials, the

Contractor shall, unless otherwise agreed by the Engineer, carry out the excavation in such a manner that the acceptable materials are excavated separately for use in the permanent works without contamination by the unacceptable materials. The acceptable materials shall be stockpiled separately. The Contractor shall ensure that he does not adversely affect the stability of excavation or fills by the methods of stockpiling materials, use of plants or siting of temporary buildings or structures.

To avoid interference with the construction of abutments, wing walls or return walls of culvert/bridge structures, the Contractor shall, at points, to be determined by the Engineer suspend work on embankment forming approaches to such structures, until such time as the construction of the latter is sufficiently advanced to permit the completion of approaches without the risk of damage to the structure. Unless directed otherwise, the filling around culverts, bridges and other structures upto a distance of twice the height of the road from the back of the abutment shall be carried out 72

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sub-grade shall be brought up simultaneously in equal layers on each side of the structure to avoid displacement and unequal pressure. The sequence of work in this regard shall be got approved from the Engineer. The material used for backfill shall not be an organic soil or highly plastic clay having plasticity index and liquid limit more than 20 and 40 respectively when tested according to IS:2720 (Part 5). Filling behind abutments and wing walls for all structures shall conform to the general

guidelines given in IRC:78. The fill material shall be deposited in horizontal layers in loose thickness and compacted thoroughly to the requirements of Table 300-2.

Where the provision of any filter medium is specified behind the abutment, the same shall be laid in layers simultaneously with the laying of fill material. The material used for filter shall conform to the requirements for filter medium spelt out in Clause 2504 unless otherwise specified in the Contract. Where it may be impracticable to use conventional rollers, the compaction shall be carried out by appropriate mechanical means such as small vibratory roller, plate compactor or power rammer. Care shall be taken to see that the compaction equipment does not hit or come too close to any structural member so as to cause any damage to them or excessive pressure against the structure.

305.7 Sub-grade Strength

305.7.1 It shall be ensured prior to actual execution that the material to be used in the sub-grade satisfies the requirements of design CBR.

305.7.2 Sub-grade shall be compacted and finished to the design strength consistent with other physical requirements. The actual laboratory CBR values of constructed subgrade shall be determined on remoulded samples, compacted to the field density at the field moisture content and tested for soaked/unsaturated condition as specified in the Contract.

MoRTH clause 401. GRANULAR SUB-BASE

401.1 Scope

This work shall consist of laying and compacting well-graded material on prepared subgrade in accordance with the requirements of these Specifications. The material shall be laid in one or more layers as sub-base or lower sub-base and upper sub-base (termed as subbase hereinafter) as necessary according to lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

401.2 Materials

401.2.1 The material to be used for the work shall be natural sand, crushed gravel, crushed stone, crushed slag, or combination thereof depending upon the grading required. Use of materials like brick metal, Kankar and crushed concrete shall be permitted in the lower sub-base. The material shall be free from organic or other deleterious constituents and shall conform to the gradings given in Table 400-1 and physical requirements given in Table 400-2. Gradings III and IV shall preferably be used in lower sub-base. Gradings V and VI shall be used as a sub-base-cum-drainage layer. The grading to be adopted for a project shall be as specified in the Contract. Where the sub-base is laid in two layers as upper sub-base and lower sub-base, the thickness of each layer shall not be less than 150 mm.

401.2.2 If the water absorption of the aggregates determined as per IS:2386 (Part 3) is greater than 2 percent, the aggregates shall be tested for Wet Aggregate Impact Value (AIV) (IS:5640). Soft aggregates like Kankar, brick ballast and laterite shall also be tested for Wet AIV (IS:5640).

401.3 Construction Operations

401.3.1 Preparation of Sub-grade

Immediately prior to the laying of sub-base, the subgrade already finished to Clause 301 or 305 as applicable shall be prepared by removing all vegetation and other extraneous matter, lightly sprinkled with water, if necessary and rolled with two passes of 80-100 kN smooth wheeled roller.

401.3.2 Spreading and Compacting

The sub-base material of the grading specified in the Contract and water shall be mixed mechanically by a suitable mixer equipped with provision for controlled addition of water and mechanical mixing, so as to ensure homogenous and uniform mix. The required water content shall be determined in accordance with IS:2720 (Part 8). The mix shall be spread on the prepared subgrade with the help of a motor grader of adequate capacity, its blade having hydraulic controls suitable for initial adjustment and for maintaining the required slope and grade during the operation, or other means as approved by the Engineer.

Moisture content of the mix shall be checked in accordance with IS:2720 (Part 2) and suitably adjusted so that, at the time of compaction, it is from 1 to 2 percent below the optimum moisture content. Immediately after spreading the mix, rolling shall be done by an approved roller. If the thickness of the compacted layer does not exceed 100 mm, a smooth wheeled roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm the compaction shall be done with the help of a vibratory roller of minimum 80 to 100 kN static weight capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed

towards the upper edge longitudinally for portions having unidirectional crossfall or on superelevation. For carriageway having crossfall on both sides, rolling shall commence at the edges and progress towards the crown.

Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. During rolling, the grade and crossfall (camber) shall be checked and any high spots or depressions which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 km per hour. Rolling shall be continued till the density achieved is at least 98 percent of the maximum dry density for the material determined as per IS:2720 (Part 8). The surface of any layer of material on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted.

401.4 Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

401.5 Arrangements for Traffic

During the period of construction, arrangements for the traffic shall be provided and maintained

in accordance with Clause 112.

401.6 Measurements for Payment

Granular sub-base shall be measured as finished work in position in cubic metres.

The protection of edges of granular sub-base extended over the full formation as shown in the drawing shall be considered incidental to the work of providing granular sub-base and as such no extra payment shall be made for the same.

401.7 Rate

The Contract unit rate for granular sub-base shall be payment in full for carrying out the required operations including full compensation for:

- i) making arrangements for traffic to Clause 112 except for initial treatment to verges, shoulders and construction of diversions;
- ii) supplying all materials to be incorporated in the work including all

-
- royalties, fees, rents where applicable with all leads and lifts;
 - iii) all labour, tools, equipment and incidentals to complete the work to the Specifications;
 - iv) carrying out the work in part widths of road where directed; and
 - v) carrying out the required tests for quality control.

404 WATER BOUND MACADAM SUB-BASE/BASE

404.1 Scope This work shall consist of clean crushed aggregates mechanically interlocked by rolling and bonding together with screening, binding material where necessary and water laid on a properly prepared subgrade/sub-base/base or existing pavement, as the case may be and finished in accordance with the requirements of these Specifications and in close conformity with the lines, grades, cross-sections and thickness as per approved plans or as directed by the Engineer. **404.2 Materials** **404.2.1 Coarse Aggregates** Coarse aggregates shall be either crushed or broken stone, crushed slag, overburnt (Jhama) brick aggregates or any other naturally occurring aggregates such as kankar and laterite of suitable quality. Materials other than crushed or broken stone and crushed slag shall be used in sub-base courses only. If crushed gravel/shingle is used, not less than 90 percent by weight of the gravel/shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces. The aggregates shall conform to the physical requirements set forth in Table 400-8. The type and size range of the aggregate shall be specified in the Contract or shall be as specified by the Engineer. If the water absorption value of the coarse aggregate is greater than 2 percent, the soundness test shall be carried out on the material delivered to site as per IS:2386 (Part 5).

404.2.2 Crushed or Broken Stone The crushed or broken stone shall be hard, durable and free from excess flat, elongated, soft and disintegrated particles, dirt and other deleterious material.

404.2.3 Crushed Slag Crushed slag shall be made from air-cooled blast furnace slag. It shall be of angular shape, reasonably uniform in quality and density and generally free from thin, elongated and soft pieces, dirt or other deleterious materials. The weight of crushed slag shall not be less than 11.2 kN per m³ and the percentage of glossy material shall not be more than 20. It should also comply with the following requirements: **404.2.4 i) Chemical stability** ii) Sulphur content iii) Water absorption To comply with requirements of appendix of B8:1047 Maximum 2 percent Maximum 10 percent **Overburnt (Jhama) Brick Aggregates** Jhama brick aggregates shall be made from overburnt bricks or brick bats and be free from dust and other objectionable and deleterious materials. This shall be used only for road stretch when traffic is low. **404.2.5 Grading Requirement of Coarse Aggregates** The coarse aggregates shall conform to one of the Gradings given in Table 400-9 as specified. **404.2.6 Screenings** Screenings to fill voids in the coarse aggregate shall generally consist of the same material as the coarse aggregate. However, where permitted, predominantly non-plastic material such as moorum or gravel (other than rounded river borne material) may be used for this purpose provided liquid limit and plasticity index of such material are below 20 and 6 respectively and fraction passing 75 micron sieve does not exceed 10 percent.

Table 400-9 : Grading Requirements of Coarse Aggregates

Screenings shall conform to the grading set forth in Table 400-10. The quantity of screenings required for various grades of stone aggregates are given in Table 400-11. The Table also gives the quantities of materials (loose) required for 10m² for sub-base/base compacted thickness of 75 mm. The use of screenings shall be omitted in the case of soft aggregates such as brick metal, kankar, laterites, etc. as they are likely to get crushed to a certain extent under rollers. **404.2.7 Binding Material** Binding material to be used for water bound macadam as a filler material meant for preventing ravelling shall comprise of a suitable material approved by the Engineer having a

Plasticity Index (PI) value of less than 6 as determined in accordance with IS:2720 (Part-5). The quantity of binding material where it is to be used, will depend on the type of screenings. Generally, the quantity required for 75 mm compacted thickness of water bound macadam will be 0.06-0.09 m³ per 10 m².

The above mentioned quantities should be taken as a guide only, for estimation of quantities for construction etc. Application of binding materials may not be necessary when the screenings used are of crushable type such as moorum or gravel.

404.3 Construction Operations

404.3.1 Preparation of Base The surface of the sub-grade/sub-base/base to receive the water bound macadam course shall be prepared to the specified grade and camber and cleaned of dust, dirt and other extraneous material. Any ruts or soft yielding places shall be corrected in an approved manner and rolled until firm surface is obtained. Where the WBM is to be laid on an existing metalled road, damaged area including depressions and potholes shall be repaired and made good with the suitable material. The existing surface shall be scarified and re-shaped to the required grade and camber before spreading the coarse aggregate for WBM. As far as possible, laying water bound macadam course over existing bituminous layer may be avoided since it will cause problems of internal drainage of the pavement at the interface of two courses. It is desirable to completely pick out the existing thin bituminous wearing course where water bound macadam is proposed to be laid over it.

404.3.2 Inverted Choke/Sub-surface Drainage Layer If water bound macadam is to be laid directly over the sub-grade, without any other intervening pavement course, a 25 mm course of screenings (Grading B) or coarse sand shall be spread on the prepared sub-grade before application of the aggregates is taken up. In case of a fine sand or silty or clayey sub-grade, it is advisable to lay 100 mm insulating layer of screening or coarse sand on top of fine grained soil, the gradation of which will depend upon whether it is intended to act as a drainage layer as well. As a preferred alternative to inverted choke, appropriate geosynthetics performing functions of separation and drainage may be used over the prepared sub-grade as directed by the Engineer. Section 700 shall be applicable for use of geosynthetics.

404.3.3 Lateral Confinement of Aggregates For construction of WBM, arrangement shall be made for the lateral confinement of aggregates. This shall be done by building adjoining shoulders along with WBM layers. The practice of constructing WBM in a trench section excavated in the finished formation must be completely avoided. Where the WBM course is to be constructed in narrow widths for widening of an existing pavement, the existing shoulders should be excavated to their full depth and width up to the sub-grade level except where widening specifications envisages laying of a stabilised sub-base using in-situ operations in which case the same should be removed only up to the sub-base level.

404.3.4 Spreading Coarse Aggregates The coarse aggregates shall be spread uniformly and evenly upon the prepared sub-grade/ sub-base in the required quantities from the stockpiles to proper profile by using templates placed across the road about 6 m apart, in such quantities that the thickness of each compacted layer is not more than 75 mm. In no case shall these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed base be permitted. Wherever possible, approved mechanical devices such as aggregate spreader shall be used to spread the aggregates uniformly so as to minimize the need for manual rectification afterwards. No segregation of coarse aggregates shall be allowed and the coarse aggregates, as spread shall be of uniform gradation with no pockets of fine material. The surface of the aggregates spread shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregates as may be required. The surface shall be checked frequently with a straight edge while spreading and rolling so as to ensure a finished surface as per approved drawings. The coarse aggregates shall not normally be spread more than 3 days in advance of the subsequent construction.

operations. 404.3.5 Rolling Immediately following the spreading of the coarse aggregates, rolling shall be started with three wheeled power rollers of 80 to 100 kN capacity or tandem or vibratory rollers of 80 to 100 kN static weight. The type of roller to be used shall be approved by the Engineer based on trial run. Except on superelevated portions and carriageway with unidirectional cross-fall, where the rolling shall proceed from inner edge to the outer, rolling shall begin from the edges gradually progressing towards the center. First the edge/edges shall be compacted with roller running forward and backward. The roller shall then move inward parallel to the center line of the road, in successive passes uniformly overlapping preceding tracks by at least one-half width. Rolling shall be carried out on courses where coarse aggregates of crushed/ broken stone are used, till the road metal is partially compacted. This will be followed by application of screenings and binding material where required in Clauses 404.3.6 and 404.3.7. However, where screenings are not to be applied as in the case of aggregates like brick metal, laterite and Kankar for sub-base construction, the compaction shall be continued until the aggregates are thoroughly keyed. Rolling shall be continued and light sprinkling of water shall be done till the surface is well compacted .. Rolling shall not be done when the sub

grade is soft or yielding or when it causes a wave-like motion in the sub-grade or sub-base course. The rolled surface shall be checked transversely with templates and longitudinally with 3 m straight edge. Any irregularities, exceeding 12 mm, shall be corrected by loosening the surface, adding or removing necessary amount of aggregates and re-rolling until the entire surface conforms to the desired camber and grade. In no case shall the use of screenings be permitted to make up depressions. Material, which gets crushed excessively during compaction or becomes segregated, shall be removed and replaced with suitable aggregates. 404.3.6 Application of Screenings After the coarse aggregates have been rolled to Clause 404.3.5, screenings to completely fill the interstices shall be applied gradually over the surface. These shall not be damp or wet at the time of application. Dry rolling shall be done while the screenings are being spread so that vibrations of the roller cause them to settle into the voids of the coarse aggregates. The screenings shall not be dumped in piles but be spread uniformly in successive thin layers either by the spreading motions of hand shovels or by mechanical spreaders, or directly from tipper with suitable grit spreading arrangement. Tipper operating for spreading the screenings shall be equipped with pneumatic tyres and operated so as not to disturb the coarse aggregates. The screenings shall be applied at a slow and uniform rate (in three or more applications) so as to ensure filling of all voids. This shall be accompanied by dry rolling and brooming with mechanical brooms, hand brooms or both. In no case shall the screenings be applied so fast and thick as to form cakes or ridges on the surface in such a manner as would prevent filling of voids or prevent the direct bearing of the roller on the coarse aggregates. These operations shall continue until no more screenings can be forced into voids of the coarse aggregates. The spreading, rolling, and brooming of screenings shall be carried out in only such lengths of the road which could be completed within one day's operation. 404.3.7 Sprinkling of Water and Grouting After application of screenings, the surface shall be copiously sprinkled with water, swept and rolled. Hand brooms shall be used to sweep the wet screenings into voids and to distribute them evenly. The sprinkling, sweeping and rolling operation shall be continued, with additional screenings applied as necessary until the coarse aggregates have been thoroughly keyed, well-bonded and firmly set in its full depth and a grout has been formed of screenings. Care shall be taken to see that the sub-base or sub-grade does not get damaged due to the addition of excessive quantities of water during construction.

In case of lime treated soil sub-base, construction of water bound macadam on top of it shall be taken up after curing as per Clause 402.3.9 and as directed by the Engineer. Application of binding material : After the application of screenings in accordance with Clauses 404.3.6 and 404.3.7, the binding

material where it is required to be used (Clause 404.2.7) shall be applied successively in two or more thin layers at a slow and uniform rate. After each application, the surface shall be copiously sprinkled with water, the resulting slurry swept in with hand brooms, or mechanical brooms to fill the voids properly, and rolled during which water shall be applied to the wheels of the rollers if necessary to wash down the binding material sticking to them. These operations shall continue until the resulting slurry after filling of voids, forms a wave ahead of the wheels of the moving roller. 404.3.8 Setting and Drying After the final compaction of water bound macadam course, the pavement shall be allowed to dry overnight. Next morning hungry spots shall be filled with screenings or binding material as directed, lightly sprinkled with water if necessary and rolled. No traffic shall be allowed on the road until the macadam has set. The Engineer shall have the discretion to stop hauling traffic from using the completed water bound macadam course, if in his opinion it would cause excessive damage to the surface. The compacted water bound macadam course shall be allowed to completely dry and set before the next pavement course is laid over it. 404.4 404.4.1 Clause 902. Surface Finish and Quality Control of Work The surface finish of construction shall conform to the requirements of 404.4.2 Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900. 404.4.3 The water bound macadam work shall not be carried out when the atmospheric temperature is less than 10°C in the shade. 404.4.4 Reconstruction of Defective Macadam The finished surface of water bound macadam shall conform to the tolerances of surface regularity as prescribed in Clause 902. However, where the surface irregularity of the course exceeds the tolerances or where the course is otherwise defective due to sub-grade soil mixing with the aggregates, the course to its full thickness shall be scarified over the affected area, reshaped with added material or removed and replaced with fresh material as applicable and re-compacted. The area treated shall not be less than 10 sq.m. In no case shall depressions be filled up with screenings or binding material.

404.5 Arrangements for Traffic During the period of construction, the arrangements for traffic shall be done as per Clause 112. 404.6 Measurements for Payment Water bound macadam shall be measured as finished work in position in cubic metres. 404.7 Rate The Contract unit rate for water bound macadam sub-base/base course shall be payable in full for carrying out the required operations including full compensation for all components listed in Clause 401.7 (i) to (v), including arrangement of water used in the work as approved by the Engineer. 405 CRUSH

502 PRIME COAT OVER GRANULAR BASE

502.1 Scope

This work shall consist of the application of a single coat of low viscosity liquid bituminous material to a porous granular surface preparatory to the superimposition of bituminous treatment or mix. The work shall be carried out on a previously prepared granular/ stabilized surface to Clause 501.8.

502.2 Materials

502.2.1The primer shall be cationic bitumen emulsion SS1 grade conforming to IS:8887 or medium curing cutback bitumen conforming to IS:217 or as specified in the Contract.

502.2.2Quantity of SS 1 grade bitumen emulsion for various types of granular surface shall be as given in Table 500-3.

Table 500-3 : Quantity of Bitumen Emulsion for Various Types of Granular Surfaces

Type of Surface	Rate of Spray (kg/sq.m)
WMMIWBM	0.7-1.0
Stabilized soil bases/Crusher Run	0.9-1.2

Macadam	
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502.2.3 Cutback for primer shall not be prepared at the site. Type and quantity of cutback bitumen for various type of granular surface shall be as given in Table 500-4
 Table 500-4 : Type and Quantity of Cutback Bitumen for Various Types of Granular Surface

Type of Surface	Type of Cutback	Rate of Spray (kg/sq.m)
WMM/WBM	MC 30	0.6-0.9
Stabilized soil bases/ Crusher Run Macadam	MC 70	0.9-1.2

502.2.4 The correct quantity of primer shall be decided by the Engineer and shall be such that it can be absorbed by the surface without causing run-off of excessive primer and to achieve desired penetration of about 8-10 mm.

502.4.1 Equipment The primer shall be applied by a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures. Hand spraying shall not be allowed except in small areas, inaccessible to the distributor, or in narrow strips where primer shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.

502.4.2 Preparation of Road Surface

The granular surface to be primed shall be swept clean by power brooms or mechanical sweepers and made free from dust. All loose material and other foreign material shall be removed completely. If soil/ moorum binder has been used in the WBM surface, part of this should be brushed and removed to a depth of about 2 mm so as to achieve good penetration.

502.4.3 Application of Bituminous Primer

After preparation of the road surface as per Clause 502.4.2, the primer shall be sprayed uniformly at the specified rate. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified. No heating or dilution of SS1 bitumen emulsion and shall be permitted at site. Temperature of cutback bitumen shall be high enough to permit the primer to be sprayed effectively though the jets of the spray and to cover the surface uniformly.

502.4.4 Curing of Primer and Opening to Traffic

A primed surface shall be allowed to cure for at least 24 hours or such other higher period as is found to be necessary to allow all the moisture/volatiles to evaporate before any subsequent surface treatment or mix is laid. Any unabsorbed primer shall first be blotted with a light application of sand, using the minimum quantity possible. A primed surface shall not be opened to traffic other than that necessary to lay the next course.

502.5 Quality Control of Work

For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

502.7 Measurement for Payment

Prime coat shall be measured in terms of surface area of application in square metres.

502.8 Rate

The contract unit rate for prime coat shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 401.7 (i) to

(v) and as applicable to the work specified in these Specifications. Payment shall be made on the basis of the provision of prime coat at an application rate of quantity at 0.6 kg per square metre or at the rate specified in the Contract, with adjustment, plus or minus, for the variation between this quantity and the actual quantity approved by the Engineer after the preliminary trials referred to in Clause 502.4.3.

503 TACK COAT

503.1 Scope The work shall consist of the application of a single coat of low viscosity liquid bituminous material to existing bituminous, cement concrete or primed granular surface preparatory to the superimposition of a bituminous mix, when specified in the Contract or as instructed by the Engineer. The work shall be carried out on a previously prepared surface in accordance with Clause 501.8.

503.2 Materials

The binder used for tack coat shall be either Cationic bitumen emulsion (RS 1) complying with IS:8887 or suitable low viscosity paving bitumen of VG 10 grade conforming to IS:73. The use of cutback bitumen RC:70 as per IS:217 shall be restricted only for sites at sub-zero temperatures or for emergency applications as directed by the Engineer. The type and grade of binder for tack coat shall be as specified in the Contract or as directed by the Engineer.

503.4 Construction

503.4.1 Equipment

The tack coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate. Hand spraying shall not be permitted except in small areas, inaccessible to the distributor, or narrow strips, shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.

503.4.2 Preparation of Base

The surface on which the tack coat is to be applied shall be clean and free from dust, dirt, and any extraneous material, and be otherwise prepared in accordance with the requirements of Clauses 501.B. The granular or stabilized surfaces shall be primed as per Clause 502. Immediately before the application of the tack coat, the surface shall be swept clean with a mechanical broom, and high pressure air jet, or by other means as directed by the Engineer.

503.4.3 Application of Tack Coat

The application of tack coat shall be at the rate specified in Table 500-5, and it shall be applied uniformly. If rate of application of Tack Coat is not specified in the contract, then it shall be the rate specified in Table 500-5. No dilution or heating at site of RS1 bitumen emulsion shall be permitted. Paving bitumen if used for tack coat shall be heated to appropriate temperature in bitumen boilers to achieve viscosity less than 2 poise. The normal range of spraying temperature for a bituminous emulsion shall be 20°C to 70°C and for cutback, 50°C to 80°C. The method of application of tack coat will depend on the type of equipment to be used, size

of nozzles, pressure at the spray bar, and speed or forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

Table 500-5 : Rate of Application of Tack Coat

Type of Surface	Rate of Spray of Binder in Kg per sq. m
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Bituminous surfaces	0.20 - 0.30
Granular surfaces treated with primer	0.25 - 0.30
Cement concrete pavement	0.30 - 0.35

503.4.4 Curing of Tack Coat

The tack coat shall be left to cure until all the volatiles have evaporated before any subsequent construction is started. No plant or vehicles shall be allowed on the tack coat other than those essential for the construction.

503.5 Quality Control of Work For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

503.6 Arrangements for Traffic During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

503.7 Measurement for Payment Tack coat shall be measured in terms of surface area of application in square metres. **503.8 Rate**

The contract unit rate for tack coat shall be payment in full for carrying out the required operations including for all components listed in Clause 401.8 (i) to (v) and as applicable to the work specified in these Specifications. The rate shall cover the provision of tack coat, at 0.2 kg per square metre or at the rate specified in the Contract, with the provision that the variation between this quantity and actual quantity of bitumen used will be assessed and the payment adjusted accordingly.

510.

OPEN-GRADED PREMIX SURFACING

Open-Graded Premix Surfacing using Viscosity Grade Paving Bitumen

Scope

This work shall consist of preparation, laying and compaction of an open-graded premix surfacing material of 20 mm thickness composed of small-sized aggregate premixed with bituminous binder on a previously prepared base, in accordance with the requirements of these Specifications to serve as a wearing course.

510.1.2 Materials

510.1.2.1 Binder

The binder shall be viscosity grade bitumen of a suitable grade as specified in the Contract, or as directed by the Engineer, and satisfying the requirements of IS:73. For selection of grade of bitumen guidance may be taken from Table 500-1.

510.1.2.2 Aggregates

The aggregates shall conform to Clause 504.2.2 except that the water absorption shall be limited to a maximum of 1 percent. The Polished Stone Value, shall not be less than 55, when tested as per BS:812-114.

510.1.2.3 Proportioning of Material

The materials shall be proportioned in accordance with Table 500-23

510.1 .3 Construction Operations

510.1 .3.1 Weather and Seasonal Limitations

Clause 501.5.1 shall apply.

510.1.3.2 Preparation of Surface

The underlying surface on which the bituminous surfacing is to be laid shall be prepared, shaped and conditioned to the specified lines, grade and cross-section in accordance with Clause 501. A prime coat where needed shall be applied in accordance with Clause 502 as directed by the Engineer.

510.1.3.3 Tack Coat

A tack coat complying with Clause 503, shall be applied over the base preparatory to laying of the surfacing.

510.1.3.4 Preparation of Premix

Hot mix plant of appropriate capacity and type shall be used for the preparation of the mix material. The hot mix plant shall have separate dryer arrangement for heating aggregate.

The temperature of the binder and aggregate at the time of mixing, laying and compaction shall be in conformity with the temperature given in Table 500-3. The difference in temperature between the binder and aggregate shall at no time exceed 14°C. Mixing shall be thorough to ensure that a homogeneous mix is obtained in which all particles of the aggregates are coated uniformly.

The mix shall be immediately transported from the mixer to the point of use in suitable vehicles or hand barrows. The vehicles employed for transport shall be clean and the mix being transported covered in transit if so directed by the Engineer.

510.1.3.5 Spreading and Rolling

The pre mixed material shall be spread on a previously prepared base to Clause 501 by a paver unless specified otherwise in the Contract to the desired thickness, grades and crossfall (camber). The cross-fall should be checked by means of camber boards and irregularities levelled out. Excessive use of blades or rakes should be avoided. As soon as sufficient length of bituminous material has been laid, rolling shall commence with 8-10 tonne rollers, smooth wheel tandem type or other approved equipment. Rolling shall begin at the edge and progress towards the centre longitudinally, except that on superelevated and uni-directional cambered portions, it shall progress from the lower to upper edge parallel to the centre line of the pavement.

When the roller has passed over the whole area once, any high spots or depressions, which become apparent, shall be corrected by removing or adding premixed materials. Rolling shall then be continued until the entire surface has been rolled and all the roller marks eliminated. In each pass of the roller the preceding track shall be overlapped uniformly by at least onethird width. The roller wheels shall be kept damp to prevent the premix from adhering to the wheels. In no case shall fuel/lubricating oil be used for this purpose. Excess use of water for this purpose shall also be avoided.

Rollers shall not stand on newly laid material. Rolling operations shall be completed in every respect before the temperature of the mix falls below the rolling temperature indicated in Table 500-3.

510.1.3.6 Seal Coat

A seal coat conforming to Clause 511 of the type specified in the Contract shall be applied to the surface immediately after laying the surfacing.

510.1.4 Opening to Traffic

No traffic shall be allowed on the road until the seal coat has been laid. After the seal coat is laid, the road may be opened to traffic according to Clause 511.4.

510.1.5 Surface Finish and Quality Control of Work

The surface finish of construction shall conform to the requirements of Clause 902. For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

510.1.6 Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

510.1.7 Measurement for Payment

Open graded premix surfacing shall be measured as finished work, for the area instructed to be covered, in square metres.

510.1.8 Rate

The contract unit rate for open-graded premix surfacing shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 501.8.8.2.

510.2 Open Graded Premix Surfacing Using Cationic Bitumen Emulsion

510.2.1 Scope

This work shall consist of the preparation, laying and compaction of an open graded premix surfacing of 20 mm thickness composed of small-sized aggregate premixed with a cationic bitumen emulsion on a previously prepared surface, in accordance with the requirements of these Specifications to serve as a wearing course.

510.2.2 Materials

510.2.2.1 Binder

The binder for Premix wearing course shall be Cationic Bitumen emulsion of Medium Setting (MS) grade complying with IS:8887 or as specified in the Contract.

510.2.2.2 Aggregate

The requirements of Clause 511.1.2.2 shall apply.

510.2.3 Proportioning of Materials

The materials shall be proportioned as per quantities given in Tables 500-24

Table 500-24 : Quantities of Aggregate for 10 m² Area

Aggregates		
a.	Coarse aggregate nominal 13.2 mm size, passing IS 22.4 mm sieve and retained on IS 11.2 mm sieve	0.18 m³
b.	Coarse aggregate nominal 11.2 mm size; passing IS 13.2 mm sieve and 0.09 m³ retained on IS 5.6 mm sieve	0.09 m³
	Binder	20 to 23 kg

510.2.4 Construction Operations

510.2.4.1 Weather and Seasonal Limitations

Clause 501.5.1 shall apply except that the minimum air temperature for laying shall be 10°C. Cationic bitumen emulsions shall not normally be stored below 0°C.

Bases and Surface Courses (Bituminous) Section 500

510.2.4.2 Preparation of Surface

The underlying surface on which the premix surfacing is to be laid shall be prepared, in accordance with the requirements of Clause 504.3.2 for a newly primed surface, and in accordance with Clause 505.4.2 where an existing bituminous surface is to be overlaid.

510.2.4.3 Preparation of Binder

Before opening, the cationic bitumen emulsion drums shall be rolled at a slow speed, to and fro at least 5 times, for a distance of about 10 metres, to distribute any storage sedimentation.

511 SEAL COAT**511.1 Scope**

This work shall consist of the application of a seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall (camber).

Seal coat shall be of either of the two types specified below:

511.2**511.2.1**

A) Liquid seal coat comprising of an application of a layer of bituminous binder followed by a cover of stone chips.

B) Premixed seal coat comprising of a thin application of fine aggregate premixed with bituminous binder.

Materials

Binder

The requirements of Clauses 510.1.2.1 and 510.2.2.1 shall apply.

The quantity of bitumen per 10 square metres, shall be 9.8 kg for Type A, and 6.8 kg for Type B seal coat. Where bituminous emulsion is used as a binder, the quantities for Type A and Type B seal coats shall be 15 kg and 10.5 kg respectively.

511.2.2 Stone Chips for Type A Seal Coat

The stone chips shall consist of angular fragments of clean, hard, tough and durable rock of uniform quality throughout. They shall be free of soft or disintegrated stone, organic or other deleterious matter. Stone chips shall be of 6.7 mm size defined as 100 percent passing through 11.2 mm sieve and retained on 2.36 mm sieve. The quantity used for spreading shall be 0.09 cubic metre per 10 square metre area. The chips shall satisfy the quality requirements

given in Table 500-8 except that the upper limit for water absorption value shall be 1 percent.

511.2.3 Aggregate for Type B Seal Coat

The aggregate shall be sand or grit and shall consist of clean, hard, durable, uncoated dry particles, and shall be free from dust, soft or flaky/elongated material, organic matter or other deleterious substances. The aggregate shall pass 2.36 mm sieve and be retained on 180 micron sieve. The quantity used for premixing shall be 0.06 cum per 10 sqm area.

511.3 Construction Operations**511.3.1 Weather and Seasonal Limitations**

The requirements of Clause 501.5.1 shall apply.

511.3.2 Preparation of Surface

The seal coat shall be applied immediately after laying the bituminous course which is required to be sealed. Before application of seal coat materials, the surface shall be cleaned free of any dust or other extraneous matter.

511.3.3 Construction of Type A Seal Coat

The construction operations shall be the same as described in Clause 509.3.3 to 509.3.5.

511.3.4 Construction Type B Seal Coat

511.3.4.1 Using Paving Bitumen

The construction operations shall be the same as in Clause 510.1.3.

511.3.4.2 Using Emulsion

The construction operations shall be the same as in Clause 510.2.4.

511.4 Opening to Traffic

In the case of Type B seal coat, traffic may be allowed soon after final rolling when the premixed material has cooled down to the surrounding temperature. In the case of Type A seal coat, traffic shall not be permitted to run on any newly sealed area until the following day.

In special circumstances, however, the Engineer may open the road to traffic immediately after rolling, but in such cases traffic shall be rigorously limited to 20 km per hour until the following day.

511.5 Surface Finish and Quality Control Work

The surface of construction shall conform to the requirements of Clause 902.

For control on the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

511.6 Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

511.7 Measurement for Payment

Seal coat, Type A or B shall be measured as finished work, over the area specified to be covered, in square metres at the thickness specified in the Contract.

511.8 Rate

The contract unit rate for seal coat Type A or B shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause

501.8.8.2.

504 BITUMINOUS MACADAM

504.1 Scope

This work shall consist of construction in a single course having 50 mm to 100 mm thickness or in multiple courses of compacted crushed aggregates premixed with a bituminous binder on a previously prepared base to the requirements of these Specifications. Since the bituminous macadam is an open-graded mix, there is a potential that it may trap water or moisture vapour within the pavement system. Therefore, adjacent layer (shoulders) should have proper drainage quality to prevent moisture-induced damage to the BM.

504.2 Materials

504.2.1 Bitumen

The bitumen shall be viscosity graded paving bitumen complying with Indian Standard Specification for paving bitumen, IS:73 or as specified in the Contract. The type and grade of

bitumen to be used would depend upon the climatic conditions and the traffic. Guidelines for selection of bitumen are given in Table 500-1.

504.2.2 Coarse Aggregates

The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on 2.36 mm sieve. It shall be clean, hard, durable and cubical shape, free from dust and soft organic and other deleterious substances. The aggregate shall satisfy the physical requirements specified in Table 500-6. Where crushed gravel is proposed for use as aggregate, not less than 90 percent by weight of the crushed material retained on 4.75 mm sieve shall have at least two fractured faces resulting from crushing operation. Before approval of the source, the aggregates shall be tested for stripping. Where the Contractor's selected source of aggregates have poor affinity for bitumen, as a condition for the approval of that source, the bitumen shall be treated with approved anti-stripping agents, as per the manufacturer's recommendations, without additional payment.

504.2.3 Fine Aggregates

Fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of two, passing 2.36 mm sieve and retained on 75 micron sieve. It shall be clean, hard, durable, free from dust and soft organic and other deleterious substances. Natural sand shall not be used in the binder course.

504.3.2

Corresponds to specific gravity of the Aggregate being 2.7. In case aggregates have specific gravity more than 2.7, bitumen content can be reduced proportionately. Further, for regions where highest daily mean air temperature is 30°C or lower and lowest daily mean air temperature is -10°C or lower, the bitumen content may be increased by 0.5 percent.

Preparation of the Base

The base on which bituminous macadam is to be laid shall be prepared, shaped and compacted to the required profile in accordance with Clauses 501.8 and 902.3 as appropriate, and a prime coat, shall be applied in accordance with Clause 502 where specified, or as directed by the Engineer. The surface shall be thoroughly swept clean by a mechanical broom, and the dust removed by compressed air. In locations where mechanical broom cannot get access, other approved methods shall be used as directed by the Engineer.

504.3.3 Tack Coat

A tack coat in accordance with Clause 503 shall be applied as required under the Contract or as directed by the Engineer.

504.3.4 Preparation and Transportation of the Mix

The provisions of Clauses 501.3 and 501.4 shall apply.

504.3.5 Spreading

The provisions of Clause 501.5.3 shall apply.

504.3.6 Rolling

Compaction shall be carried out in accordance with the provisions of Clauses 501.6 and 501.7.

Rolling shall be continued until the specified density is achieved, or where no density is specified, until there is no further movement under the roller. The required frequency of testing is defined in Clause 903.

504.4 Surface Finish and Quality Control of Work

The surface finish of the completed construction shall conform to the requirements of Clause 902. For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

504.5 Protection of the Layer

The bituminous macadam shall be covered with either the next pavement course or wearing course, as the case may be, within a maximum of forty-eight hours. If there is to be any delay, by the Contractor the course shall be covered by a seal coat to the requirement of Clause 512 before opening to any traffic. The seal coat in such cases shall be considered incidental to the work and shall not be paid for separately.

504.6 . Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

504.7 Measurement for Payment

Bituminous macadam shall be measured as finished work in cubic metres, or by weight in metric tonnes, where used as regulating course, or square metres at the specified thickness as indicated in the Contract or shown on the drawings, or as otherwise directed by the Engineer.

504.8 Rate

The contract unit rate for bituminous macadam shall be payment in full for carrying out the required operations as specified. The rate shall include cost for all components listed in Clause 501.8.8.2.

504.2.4 Aggregate Grading and Binder Content

The combined grading of the coarse aggregates and fine aggregates, when tested in accordance with IS:2386 Part 1, wet sieving method, shall conform to limits given in Table 500-8. The type and quantity of bitumen and appropriate thickness is also given in Table 500-7.

504.2.5 Proportioning of Material

The combined aggregate grading shall not vary from the lower limit on one sieve to the higher limit on the adjacent sieve to avoid gap grading. The aggregate may be proportioned and blended to produce a uniform mix complying with the requirements in Table 500-7. The binder content shall be within a tolerance of ± 0.3 percent by weight of total mix when individual specimens are taken for quality control tests in accordance with the provisions of Section 900.

504.3 Construction Operation

504.3.1 Weather and Seasonal Limitations

The provisions of Clause 501.5.1 shall apply.

Table 500-7 : Aggregate Grading and Bitumen Content

504.3.2

Corresponds to specific gravity of the Aggregate being 2.7. In case aggregates have specific gravity more than 2.7, bitumen content can be reduced proportionately. Further, for regions where highest daily mean air temperature is 30°C or lower and lowest daily mean air temperature is -10°C or lower, the bitumen content may be increased by 0.5 percent.

Preparation of the Base

The base on which bituminous macadam is to be laid shall be prepared, shaped and compacted to the required profile in accordance with Clauses 501.8 and 902.3 as

appropriate, and a prime coat, shall be applied in accordance with Clause 502 where specified, or as directed by the Engineer. The surface shall be thoroughly swept clean by a mechanical broom, and the dust removed by compressed air. In locations where mechanical broom cannot get access, other approved methods shall be used as directed by the Engineer.

504.3.3 Tack Coat

A tack coat in accordance with Clause 503 shall be applied as required under the Contract or as directed by the Engineer.

504.3.4 Preparation and Transportation of the Mix

The provisions of Clauses 501.3 and 501.4 shall apply.

504.3.5 Spreading

The provisions of Clause 501.5.3 shall apply.

504.3.6 Rolling

Compaction shall be carried out in accordance with the provisions of Clauses 501.6 and 501.7.

Rolling shall be continued until the specified density is achieved, or where no density is specified, until there is no further movement under the roller. The required frequency of testing is defined in Clause 903.

504.4 Surface Finish and Quality Control of Work

The surface finish of the completed construction shall conform to the requirements of Clause 902. For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

504.5 Protection of the Layer

The bituminous macadam shall be covered with either the next pavement course or wearing course, as the case may be, within a maximum of forty-eight hours. If there is to be any delay, by the Contractor the course shall be covered by a seal coat to the requirement of Clause 512 before opening to any traffic. The seal coat in such cases shall be considered incidental to the work and shall not be paid for separately.

504.6 . Arrangements for Traffic

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

504.7 Measurement for Payment

Bituminous macadam shall be measured as finished work in cubic metres, or by weight in metric tonnes, where used as regulating course, or square metres at the specified thickness as indicated in the Contract or shown on the drawings, or as otherwise directed by the Engineer.

504.8 Rate

The contract unit rate for bituminous macadam shall be payment in full for carrying out the required operations as specified. The rate shall include cost for all components listed in Clause 501.8.8.2.

304 EXCAVATION FOR STRUCTURES

304.1 Scope

Excavation for structures shall consist of the removal of material for the construction of foundations for bridges, culverts, retaining walls, headwalls, cutoff walls, pipe culverts and other similar structures, in accordance with the requirements of these Specifications and the lines and dimensions shown on the drawings or as indicated by the Engineer. The work

shall include construction of the necessary cofferdams and cribs and their subsequent removal; all necessary sheeting, shoring, bracing, draining and pumping; the removal of all logs, stumps, grubs and other deleterious matter and obstruction, necessary for placing the foundations; trimming bottoms of excavations; backfilling and clearing up the site and the disposal of all surplus material.

304.3 Construction Operations

304.3.5 Slips and Slip-Outs

304.3.7 Backfilling

304.3.8 Disposal of Surplus Excavated Materials

304.4 Measurements for Payment

304.5 Rates

305 EMABANKMENT CONSTRUCTION

305.2 Materials and General Requirements

305.2.1 Physical Requirements

305.2.2 General Requirements

305.2.2.2 Borrow Materials

309 SURFACE/SUB-SURFACE DRAINS

309.1 Scope

The work shall consist of constructing surface and/or sub-surface drains in accordance with the requirements of these Specifications and to the lines, grades, dimensions and other particulars shown on the drawings or as directed by the Engineer. Schedule of work shall be so arranged that the drains are completed in proper sequence with road works to ensure that no excavation of the completed road works is necessary subsequently or any damage is caused to these works due to lack of drainage.

Providing & Laying Plain Cement Concrete M-15 grade

1501 DESCRIPTION (Formwork)

Formwork shall include all temporary or permanent forms required for forming the concrete of the shape, dimensions and surface finish, as shown on the drawing or as directed by the Engineer, together with all props, staging, centering, scaffolding and temporary construction required for their support.

1502 MATERIALS

All materials shall comply with the requirements of IRC:87. Materials and components used for formwork shall be examined for damage or excessive deterioration before use/re-use and shall be used only if found suitable after necessary repairs. In case of timber formwork, the inspection shall not only cover physical damages but also signs of attacks by decay, rot or insect attack or the development of splits.

Forms shall be constructed with metal or timber. The metal used for forms shall be of such thickness that the forms remain true to shape. All bolts should be countersunk. The use of approved internal steel ties or steel or plastic spacers shall be permitted. Structural steel tubes used as support for forms shall have a minimum wall thickness of 4 mm. Other materials conforming to the requirements of IRC:87 may also be used if approved by the Engineer.

1512 MEASUREMENTS FOR PAYMENT

Unless stated otherwise, the rate for concrete in plain concrete or reinforced concrete or prestressed concrete, shall be deemed to include all formwork required in accordance with this Section, which shall not be measured separately.

Where it is specifically stipulated in the Contract that the formwork shall be paid for separately, measurement of formwork shall be taken in square metres of the surface area of concrete which is in contact with formwork.

1513 RATE

The unit rate of plain concrete or reinforced concrete or pre stressed concrete as defined in respective Sections of these Specifications, shall be deemed to cover the costs of all formwork and staging, including cost of all materials, labour, tools and plant required for design, construction and removal of formwork and supervision as described in this Section including properly supporting the members until the concrete is cured, set and hardened as required.

Where the contract unit rate for formwork is specially provided as a separate item in the contract, it shall include the cost of all materials, labour, tools and plant required for design, construction and removal of formwork and supervision as described in this Section including properly supporting the members until the concrete is cured, set and hardened as required.

1701 DESCRIPTION (M-15)

The work shall consist of producing, transporting, placing and compacting of structural concrete including fixing formwork and temporary works etc. and incidental construction in accordance with these Specifications and in conformity with the lines, grades and dimensions, as shown on the drawings or as directed by the Engineer.

1702 MATERIALS

All materials shall conform to Section 1000 of these Specifications.

1703 GRADES OF CONCRETE

Type of Concrete/Grade Designation			Characteristic Strength, in MPa
Nominal Mix Concrete	Standard Concrete	High Performance Concrete	
M15	M15		15
M20	M20		20

1) Normal Mix Concrete is made on the basis of nominal mix proportioned

by weight of its main ingredients - cement, coarse and fine aggregates and water.

2) Standard concrete is made on the basis of design mix proportioned by weight of its ingredients, which in addition to cement, aggregates and water, may contain chemical admixtures to achieve certain target values of various properties in fresh condition, achievement of which is monitored and controlled during production by suitable tests. Generally, concrete of grades up to M50 are included in this type.

3) High Performance Concrete is similar to standard concrete but contains additional one or more mineral admixtures providing binding characteristics and partly acting as inert filler material which increases its strength, reduces its porosity and modifies its other properties in fresh as well as hardened condition. Concrete of grades upto M90 are included in this type.

4) For concrete of grades higher than M90, the design parameters may be obtained from specialized literature and experimental results.

1703.2 The minimum grades of concrete and corresponding minimum cement content and maximum water/cement ratios for different exposure conditions shall be as indicated in Table 1700-2.

1703.3 For concrete subjected to sulphate attack the minimum grades of concrete, minimum cement content and maximum water/cement ratios and types of cement for different concentration of sulphate content shall be as indicated in Table 1700-3.

Table 1700-4 : Requirements of Consistency

Type		Slump (mm) (at the Time of Placing of Concrete)
1	a) Structure with exposed inclined surface requiring low slump concrete to allow proper compaction	25
	b) Plain cement concrete	25
2	RGG structure with widely spaced reinforcements; e.g. solid columns, piers, abutments, footings, well steining	40-50
3	RGG structure with fair degree of congestion of reinforcement; e.g. pier and abutment caps, box culverts, well curb, well cap, walls with thickness greater than 300mm	50-75
4	RGG and PSG structure with highly congested reinforcements e.g. deck slab girders, box girders, walls with thickness less than 300 mm	75-125
5	Underwater concreting through tremie e.g. bottom plug, cast in-situ piling	150-200

Notwithstanding the optimum consistency indicated against Sl. No.1 to 3, the situation should be properly assessed to arrive at the desired workability with the adjustment of admixture in each case, where the concrete is to be transported through transit mixer and placed using concrete pump. Under these circumstances, the optimum consistency during placement for the items of work of Sl. No.1 to 3, can be considered ranging from 75 mm to 150 mm. This is, however, subject to satisfying the other essential criteria of strength, durability etc. and approval of the Engineer.

1704.2 Requirements for Design Mixes

1704.2.1 Target Mean Strength

Concrete Grade	Current Margin	Target Mean Strength (MPa)
M15	M10	25
M20	M10	30

1704.2.2 Trial Mixes

The Contractor shall give notice to the Engineer to enable him to be present at the time of carrying out trial mixes and preliminary testing of the cubes. Prior to commencement of trial mix design, all materials forming constituents of proposed design mix should have been tested and approval obtained in writing from the Engineer. Based on test results of material, draft mix design calculation for all grades of concrete to be used in the works, shall be prepared after taking into account the provisions in the Contract Technical Specifications, Guidelines of IS:10262, IS:SP:23 and IRC:112 and submitted to the Engineer for approval. Prior to commencement of concreting, trial mix design shall be performed for all grades of concrete and trial mix which has been found successful, shall be submitted by the Contractor and approval obtained. During concreting with the approved trial mix design, if source of any constituents is changed, the mix design shall be revised and tested for satisfying the strength requirements. The initial trial mixes shall be carried out in a laboratory approved by the Engineer. However, Engineer may permit the initial trial mixes to be prepared at the site laboratory of the Contractor, if a full fledged concrete laboratory has been established well before the start of construction, to his entire satisfaction. Sampling and testing procedures shall be in accordance with these Specifications.

When the site laboratory is utilized for preparing initial mix design, the concrete production plant and means of transport employed to make the trial mixes shall be similar to those proposed to be used in the works. For each trial mix, a set of six cubes shall be made from each of three consecutive batches for purposes of testing. Three cubes from each set of six shall be tested at an age of 28 days and three at an earlier age approved by the Engineer. The cubes shall be made, cured, stored, transported and tested in accordance with these Specifications. The mean strength of the nine cubes at 28 days shall exceed the specified characteristic strength by the current margin minus 3.5 MPa.

2100 Open Foundation

The work shall cover furnishing and providing plain or reinforced concrete foundation placed in open excavation, in accordance with the drawings and these Specifications or as directed by the Engineer.

2102 MATERIALS Materials shall conform to Section 1000 of these Specifications.

2103 GENERAL

A method statement indicating the following shall be submitted by the Contractor for approval of the Engineer, well in advance of the commencement of construction of open foundation:

- i) Sources of materials
- ii) DeSign, erection and removal of formwork
- iii) Production, transportation, laying and curing of concrete
- iv) Personnel employed for execution and supervision
- v) Tests and sampling procedures
- vi) Equipment details
- vii) Quality Management System to be adopted including Quality Manual
- viii) Any other relevant information

2104.1 Preparation of Foundations

2104.2 Setting Out

2104.3 Construction

2105 TESTS AND STANDARDS OF ACCEPTANCE

2106 TOLERANCES

2200 SUBSTRUCTURE

2201 DESCRIPTION

The work shall cover furnishing and providing masonry or reinforced concrete substructure in accordance with the drawings and as per these Specifications or as directed by the Engineer.

2203 GENERAL

2203.1 A method statement for construction indicating the following shall be submitted by the Contractor for approval of the Engineer, well in advance of the commencement of substructure:

- i) Sources of materials,
- ii) Design, erection and removal of formwork,
- iii) Production, transportation, laying and curing of concrete,
- iv) Personnel employed for execution and supervision,
- v) Tests and sampling procedures,
- vi) Equipment details,
- vii) Quality Management System to be adopted including Quality Manual
- viii) Safety measures
- ix) Any other relevant information.

2204 PIERS AND ABUTMENTS

2204.5 The surface finish

2206 DIRT WALL, RETURN WALL AND WING WALL

2208 TOLERANCES IN CONCRETE ELEMENTS

2300 CONCRETE SUPERSTRUCTURE

2301 DESCRIPTION

The work shall cover furnishing and providing of concrete superstructure in accordance with the drawings and as per these Specifications or as directed by the Engineer.

2301 DESCRIPTION

The work shall cover furnishing and providing of concrete superstructure in accordance with the drawings and as per these Specifications or as directed by the Engineer.

2304.1 Solid Slabs

2307.2 Cast In-Situ Superstructure

2308 TESTS AND STANDARDS OF ACCEPTANCE

2700 WEARING COAT AND APPURTENANCES

2701 DESCRIPTION

The work shall include wearing coat and bridge appurtenances such as railing, crash barrier, approach slab, drainage spout and weep holes. The work shall be executed in conformity with details shown on the drawings and these specifications or as approved by the Engineer.

2702.1 Bituminous Wearing Coat

Bituminous wearing coat shall comprise of following types:

Bituminous Concrete 50 mm thick laid in single layer

Bituminous Concrete 40 mm thick overlaid with 25 mm thick mastic asphalt

Stone Matrix Asphalt 50 mm thick laid in single layer

Mastic Asphalt 50 mm thick laid in single layer

Before laying wearing coat the deck surface shall be thoroughly cleaned and tack coat shall be applied. The construction operations and bituminous mixes and tack coat shall conform to Section 500 of these Specifications.

2703 RAILING AND CRASH BARRIER

2703.2 Metal Railing/Crash Barrier

2703.3 Cast In-Situ Concrete Railing/Crash Barrier

2704 APPROACH SLAB

2705 DRAINAGE SPOUTS

2705.1 Fabrication

2706 WEEP HOLES

2707 TESTS AND STANDARDS OF ACCEPTANCE

Specification for any other item if involved shall be governed by MoRTH and IRC-37(2013)&73

Specifications for Construction of Flexible Bitumen Pavements shall be governed by MORTH (5TH revision 2013) and CPWD Book of Specifications (latest Edition) ; in case the specifications are covered in both, the superior specifications shall be adopted.

Drawings

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

Environmental, social, health and safety requirements

The Environment and Social Management Plan is attached in the Annexure.

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**.

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- (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. Communica-

- 6.1 Communications between parties that are referred to in the

tions

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 upto 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 Contractor²⁵.
- 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

²⁵Based 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.

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- 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	<p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p>
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.

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- 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

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| 26. Program | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 27. Extension of the Intended Completion Date | <p>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.</p> <p>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.</p> |

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- 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 (<i>each instalment not less than Rs. 500,000</i>) 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.”

- 51. Dayworks** 51.1 Not used.
- 52. Cost of Repairs** 52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

E. Finishing the Contract

- 53. Completion** 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.
- 55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor’s revised account.
- 56. Operating and Maintenance Manuals** 56.1 If “as built” Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**
- 56.2 If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer, has engaged in 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.²⁶ 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;²⁷
 - (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;²⁸
 - (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;²⁹
 - (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;³⁰
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in

²⁶In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²⁷ 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.

²⁸ 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.

²⁹ 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.

³⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

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,³¹ 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 nominated³²;
- (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.”

³¹ 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.

³² 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

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

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;*

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- 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.

A. General								
GCC 1.1 (d)	The financing institution is: IDA							
GCC 1.1 (r)	The Employer is: Chief Executive Officer J&K ERA/JTFRP ERA Commercial Complex, Rambagh Srinagar. 2 nd Floor JKPCC Building, Panama Chowk Jammu.							
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 15 months PLUS 1 years DLP from the date of issue of completion certificate							
GCC 1.1 (y)	The Project Manager is <i>Executive Engineer , PMU JTFRP.</i>							
GCC 1.1 (aa)	The Site is spread across district Doda.							
GCC 1.1 (dd)	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor.							
GCC 1.1 (hh)	The Works consist of Upgradation of Chiralla Link Road and Malaini-Chakrabatti Road Identification number of Contract is Revised/Roads/Jammu/02							
GCC 1.1 (ii)	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.							
GCC 2.2	Sectional Completions are: 1. Chiralla Link Road 2. Malaini-Chakrabatti Road							
	The following documents also form part of the Contract:							
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 10%;">S. No.</th> <th style="width: 20%;">Document</th> <th style="width: 70%;">Description of the document</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">Construction Methodology</td> <td>Construction methodology given in bid amended as per comments of employer given in letter of</td> </tr> </tbody> </table>		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
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.																								
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the laws of Union of India.																										
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.																										
GCC 7.1	The ceiling for sub-contractor is 30%																										
GCC 8.1	Schedule of other contractors: Not Applicable																										
GCC 9.1	Key Personnel and equipment: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>S. No</th> <th>Designation of Personnel (Position)</th> <th>No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Project Manager</td> <td>1</td> </tr> <tr> <td>2.</td> <td>Site Engineer</td> <td>2</td> </tr> <tr> <td>3</td> <td>Highway/Pavement Engineer</td> <td>1</td> </tr> <tr> <td>4</td> <td>Quantity Surveyor</td> <td>1</td> </tr> <tr> <td>5.</td> <td>Soil & Material Engineer</td> <td>1</td> </tr> <tr> <td>6.</td> <td>Survey Engineer</td> <td>1</td> </tr> <tr> <td>7</td> <td>Environment, Health and Safety Expert.</td> <td>1</td> </tr> </tbody> </table>			S. No	Designation of Personnel (Position)	No.	1.	Project Manager	1	2.	Site Engineer	2	3	Highway/Pavement Engineer	1	4	Quantity Surveyor	1	5.	Soil & Material Engineer	1	6.	Survey Engineer	1	7	Environment, Health and Safety Expert.	1
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7	Environment, Health and Safety Expert.	1																									
GCC 9.2	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).”																										
GCC 13.1	The minimum insurance amounts and deductibles shall be: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>S.</th> <th>Description</th> <th>Minimum cover for Insurance</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			S.	Description	Minimum cover for Insurance																					
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	No.		
	(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:	Rs 10 lakh for each person
		a) for other people;	
		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India.
	Deductibles shall be as per actual premium of the insurance policies.		
GCC 14.1	Site Data are: Available Carriageway Width.		
GCC 16.1 (add new 16.2)	<p>ESHS Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“16.2 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</p>		

	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.”
GCC 20.1	The Site Possession Date(s) shall be given at the time of signing Contract Agreement.
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator/Dispute Review Expert shall be agreed at the time of signing of contract
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator/Dispute Review Expert: INR5000/day
GCC 24.4	<p>The procedure for adhoc arbitration will be as follows:</p> <ul style="list-style-type: none"> (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Chairman of the Institution of Engineers (Srinagar Chapter. If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, Chairman of the Institution of Engineers (Srinagar Chapter), shall appoint the Arbitrator. A certified copy of the order of the* Chairman of the Institution of Engineers (Srinagar Chapter, making such an appointment shall be furnished to each of the parties. (b) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works. (c) Arbitration proceedings shall be held at Srinagar, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be

	<p>English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Chairman of the Institution of Engineers (Srinagar Chapter</p> <p>(f) The Arbitrator <i>should give final award within 180 days of starting of the proceedings</i></p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Srinagar, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English".</p> <p>As laid down in Arbitration and Conciliation Act 1996, with amendments from time to time and rules thereof.</p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.

GCC 26.2	<p>ESHS Reporting</p> <p>Inserted at the end of GCC 26.2</p> <p>“In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (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.
GCC 26.3	<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>
GCC 30	<p>Venue of management meeting will be Srinagar/ Jammu</p>
C. Quality Control	
GCC 34.3	<p>The Defects Liability Period is: 365 days.</p>
D. Cost Control	
GCC 38.2	<p>In GCC 38.2, add the following after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>

GCC 40	<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"> (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; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 41.1	<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> <p>The Interest rate for delayed payments beyond 56 days is 5%.</p>
GCC 45.1	<p>Price Adjustment is not applicable.</p>
GCC 46.1	<p>The proportion of payments retained (Retention Money) shall be 6% from</p>

	each bill subject to the maximum of 5% of final contract price.						
GCC 47.1	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.						
GCC 49.1	<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> <p>Repayment of advance payment for mobilization and equipment:</p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or three months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 15 percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.</p>	<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>
<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>					
GCC 50.1	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>An Environmental, Social, Safety and Health (ESHS) Performance Security 'shall' 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>
E. Finishing the Contract	
GCC 56.1	<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.</p> <p>* The date by which "as-built" drawings 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.</p>
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals *by the date required in G.C.C. 56.1 is Rs. Rs.10,00000/=
GCC 57.2 (g)	The maximum number of days is: 200
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.

Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws³³

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 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

³³ 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.

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 matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area"

and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

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

12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need

to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.

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

groundwater abstraction by the contractors.

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

Appendix -3³⁴
Appointment of Adjudicator

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

Sub: _____(Name of the Contract)

To

Name and address of the Adjudicator

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

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

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

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

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

³⁴ 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.

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 modified³⁵ 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.³⁶
- (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 23.³⁷

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]

³⁵ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

³⁶ 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.

³⁷ 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 amounts³⁸ 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.....

³⁸ *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 Contractor³⁹]* (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 guarantee⁴⁰]* _____ *[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.

³⁹ *In the case of a JV, insert the name of the Joint Venture*

⁴⁰ *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 until⁴¹, 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.

⁴¹ *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 Contractor⁴²]* (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 guarantee⁴³]* _____ *[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.

⁴² *In the case of a JV, insert the name of the Joint Venture*

⁴³ *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 until⁴⁴, 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.

⁴⁴ *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 Contractor⁴⁵]* (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 guarantee⁴⁶]* _____ *[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

⁴⁵ In the case of a JV, insert the name of the Joint Venture

⁴⁶ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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.

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 contractor⁴⁷]* (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 words⁴⁸]* 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.

⁴⁷ *In the case of a JV, insert the name of the Joint Venture*

⁴⁸ *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]

Annexure - ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1.1. Introduction

Environmental Management Plan has been prepared which mainly centered on the understanding of the interactions between the environmental setting and the project activities and the assessment of the likely impacts. Mitigation measures for anticipated environmental impacts have been elaborated as specific actions which would have to be implemented during the project implementation. The EMP would help the contractors/PIU to implement the project in an environmentally sustainable manner and where contractors, understand the potential environmental impacts arising from the project roads and take appropriate actions/ mitigation measures to properly mitigate/manage such environmental impacts. EMP can thus be considered to be an overview document for contractors that will guide environment management of all anticipated impacts of proposed road subprojects of Chiralla Link Road and Malaini-Chakrabatti Road in District Doda of Jammu. This EMP may also be considered as flexible and will be further developed by the Contractor in the Contractor's Environment Management Plan.

1.2. Proposed Works of Road Subprojects under Package-2

The proposed components of subprojects road consist of the following improvement and upgradation works:

- 1. Chiralla Link Road (10.185 Km)*
- 2. Malaini-Chakrabatti Road (10.059 Km)*

1.3. Outline of EMP and its Implementation Strategy

The EMP is a guiding tool which discusses the potential environmental impacts and specific mitigation/management measures for the proposed roads under Package-2 in Jammu. It refers to the responsibilities ensuring commitment for implementation and means of verifying/ supervision whether the same has been implemented properly. The timing and frequency of monitoring along with the supervision responsibility and reporting requirements are also provided in the Environmental management Plan. As a part of the EMP, the contractors will commit to identification of the environmental and, social impacts at the individual sub-project sites. In case of any future changes in the sub-project design, the EMP will need to be updated to reflect the new scope of the activities. Such revisions will be finalized in consultation with the World Bank.

The PIU will be responsible to ensure implementation of EMP for the performance of all by the contractors with the overall accountability resting with the JTFRP-PMU. Whereas, the TAQAC will ensure periodic quality audit/ guidance to the PIU and by imparting regular training, monitoring, and ensuring that all EMP provisions and requirements are translated into contract documents and that these requirements are implemented to their full intent and extent.

Overall responsibility will be of Contractor for effective implementation of EMP and adherence to all the mitigation measures as outlined in this EMP associated with their respective activities. The Contractor will be required to comply with the provisions of the EMP.

1.4. Environmental Management Plan

The Environmental Management Plan (EMP) will guide the environmentally-sound construction of the subprojects roads under Package 2 namely, “Improvement & Upgradation of Chiralla Link Road and Malaini-Chakrabatti Road. Environmental Management Plan will ensure efficient lines of communication/ coordination between the PIU, Contractor, PMU and QATAC. The EMP has been prepared for three stages of road subprojects construction activities as: (i) Pre-construction Stage; (ii) Construction Stage; and (iii) Demobilization Stage. EMP for above road subprojects under Package-2 have been prepared and presented in Table 1.1. Various guidelines, checklists, strip mapping plan and reporting formats for implementation of EMP are given as Annexures at the end of the EIA Report.

The purpose of the EMP is to ensure that the activities are undertaken in a responsible non-detrimental manner with the objectives of: (i) provide a pro-active, feasible and practical working tool to enable the measurement and monitoring of environmental performance on site; (ii) guide and control the implementation of findings and recommendations of the environmental assessment conducted for the subproject; (iii) detail specific actions deemed necessary to assist in mitigating the environmental impacts of the subprojects; and (iv) ensure that safety recommendations are complied with.

Budgetary provisions for implementation of EMP shall be integrated with part of the bid/construction contract in the form of technical specifications and environmental performance requirements. The costs to be incurred on implementation of EMP shall be incidental to the civil works and therefore, no separate environment budget/cost will be provided to the contractor for implementation of EMP. The contractor will ensure effective implementation of EMP during pre-construction, construction and demobilization/ operation stages. EMP for operation stage will be implemented by PIU/PMU.

The Contractor is deemed not to have complied with the EMP if; i), within the boundaries of the project site/ ancillary sites, site extensions and haul/ access roads there is evidence of contravention of clauses, if environmental damage ensues due to negligence, the contractor fails to comply with corrective action measures or other instructions issued by the PIU / JTFRP-PMU within a specified timeframe and the Contractor fails to respond adequately to complaints from the public

**Table 1.1 : Environmental Management Plan for Up-gradation of Road Subprojects under Package-2 in Jammu:
(Chiralla Link Road and Malaini-Chakrabatti Road)**

S. No.	Environmental Issues	Environmental Mitigation Measures	Responsibilities	
			Planning and Execution	Supervision/ Monitoring
A.	Pre-Construction Stage			
	Pre-construction Activities By the Contractor			
A.1	Appointment and Mobilization of Environment & Safety Officer	<ul style="list-style-type: none"> The contractor will appoint 2 (Two) qualified and experienced Environment & Safety Officers (ESOs) for each subproject under Package 2, who will dedicatedly work and ensure implementation of EMP including Occupational, Health and Safety measures. Separate appointment of qualified Environmental Safeguard Officer and his/her mobilization for each road under Package 2 Chiralla Link Road and Malaini-Chakrabatti Road. Contractor to inform the PIU for the appointment and mobilization of each Environmental Safeguard Officers (ESOs) 	Contractor	PIU TAQAC

A-2	<i>Regulatory Approvals</i>	<ul style="list-style-type: none"> • <i>Permission from Irrigation & Flood Control Department for any works related to culverts, embankment construction, protective works, slope stabilization etc. along or near waterbodies.</i> • <i>Labour license from Department of Labour.</i> • <i>Prior permission will be taken from line department offices of Electricity (PDD), Telecommunications (for OFC underground cables etc), water Pipeline (PHE) etc. Utility shifting required to be undertaken by the contractor in supervision of PIU.</i> • <i>If contractors open new stone quarry or borrow areas, prior Environmental Clearance will be obtained from SEIAA/DEIAA.</i> • <i>For setting-up of Stone Crusher Plant, HMM Plants, Batching Plant, D.G Sets- Consent to Establish and Consent to Operate will be obtained from J&K State Pollution Control Board (J&KSPCB) or if contractor intend to procure construction materials from local authorized third party agencies then contractor will collect and submit necessary clearance/approval from authorized third party agencies.</i> 	<p style="text-align: center;"><i>PIU</i></p> <p style="text-align: center;"><i>Contractor</i></p>	<p style="text-align: center;"><i>PIU</i> <i>PMU</i></p> <p style="text-align: center;"><i>PIU</i> <i>TAQAC</i></p>
A-3	<i>Orientation of Implementing Agencies</i>	<i>The PIU shall organize orientation sessions for contractors during all stages of the project. This shall include on-site training (general as well as specific to the context of this subproject) as well. These sessions shall involve concerned PIU, project staff, contractors, consultants etc.</i>	<i>PIU</i>	<i>PMU, TAQAC</i>

A-4	Utility Relocation and Common Property Resources (CPR's)	<ul style="list-style-type: none"> • All utilities and common property resources shall be relocated and restored before the commencement of the road improvement activities. • Before commencement of works, a joint field Monitoring will be conducted by the Contactor, TAQAC, PIU to map out the alignments, to check if any utility is being impacted due to construction works. While relocating these utilities and facilities all concerned agencies including PIU shall take necessary precautions and shall provide barricades/delineation of such sites to prevent accidental fall of pedestrian and other road users into pits, drains both during demolition and construction/ relocation of sum facilities. • Checking for accommodating utilities crossing the drains- raising, lowering or re-location if required. 	Contractor	PIU, TAQAC
A.5	Procurement of Machinery, Crushers, Batching Plants etc	<ul style="list-style-type: none"> • Specifications of Machinery, Crushers, and Batching Plants shall comply with the requirements of the relevant environmental legislations. Crusher, Batching plants and Hot Mix Plants shall be located 250m away from settlements/ commercial establishments, preferably in the downwind direction. • No plants should be set-up within 250m from the residential/ settlement locations. The Contractor shall submit a detailed layout plan for such sites and seek prior approval of PIU before entering into formal agreement with a land owner for setting-up such sites. • Actions by PIU/PMU against any non-compliance shall be borne by the Contractor at his own cost. Arrangements to minimize dust pollution through provision of water spray shall have to be provided at such sites. 	Contractor	PIU, TAQAC
A.6	Construction Camp Locations - Selection, Design & Lay-out	<ul style="list-style-type: none"> • If contractor decides to establish labour camp, siting of the camp will be as per the guidelines given in Annexures- and layout of camp will be approved by PIU). • Labour camp will not be established within 250 m from the nearest settlement to avoid conflicts and stress with the local community. 	Contractor	PIU, TAQAC

A.7	<i>Arrangements for Temporary Land for Camp</i>	<i>The Contractor will obtain consent from land owners in writing for temporary use of land for labour camp, etc.</i>	<i>Contractor</i>	<i>PIU, TAQAC</i>
A.8	<i>Tree cutting</i>	<ul style="list-style-type: none"> • <i>10-12 trees of indigenous type are coming close to the road pavement on both valley and hill side and may be required to be cut down. These may possess the visibility and safety issues for the traffic movement. However, every effort will be taken in order to avoid the unnecessary cutting.</i> • <i>Loss of trees will be compensated by 1:6 ratio (i.e. for loss of 1 tree 6 trees will planted) or greater and transplantation of the same trees may be undertaken, wherever applicable.</i> 	<i>PIU/ Line Department and Contractor</i>	<i>PMU TAQAC</i>
A.9	<i>Safeguarding of Trees and Plantation</i>	<ul style="list-style-type: none"> • <i>Trees which are close the RoW will be marked with horizontal reflective strips prior to commencement of works.</i> • <i>These trees in the construction zone will be covered/ wrapped with protective green mesh fiber cloth around base tree trunk area by 6 feet in height.</i> • <i>No stockpiling of any construction will be allowed around or close to trees.</i> • <i>No concreting shall be allowed around the trees and all excavation activities shall be done only in consultation with the Environmental Specialist of PMU.</i> 	<i>Contractor</i>	<i>PMU, PIU, TAQAC</i>
A.10	<i>Construction Vehicles, Equipment and Machinery</i>	<ul style="list-style-type: none"> • <i>All vehicles and equipment to be procured for the proposed up-gradation works of roads subprojects under Package-2 will conform to the relevant Bureau of Indian Standard (BIS) norms. The discharge standards promulgated under the Environment Protection Act, 1986 and Motor Vehicles Act, 2019 will be strictly adhered to.</i> • <i>The silent/quiet equipment like DG set as per regulations will be used at the construction site or labour camp.</i> • <i>The contractor will maintain records of Pollution Under Control (PUC) certificates for all vehicles used during the contract period, which will be produced to PIU for Monitoring and whenever required.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>

A.11	<i>Arrangement for Construction Water</i>	<ul style="list-style-type: none"> • <i>The contractor shall source construction water preferentially from surface water bodies/nearby rivers in the project area. The contractor shall be allowed to pump only from the surface water bodies. Boring of any tube wells shall be prohibited. Necessary permission for use of water will be obtained from competent authority.</i> • <i>To avoid disruption/disturbance to other water users, the contractor shall extract water from fixed locations. The contractor shall consult the local people before finalization the locations.</i> • <i>Contractor can extract ground water only in case surface water sources are not available and that too only after proper permission from Central Ground Water Authority.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
A.12	<i>Sand (all river beds used directly or indirectly for the project)</i>	<i>If the supplier of sand is another (third) party, the authentic copy of lease agreement that has been executed between the local Tehsildar and the supplier has to be submitted to PIU/PMU of the project, before any procurement is made from such a site. Environmental clearance for stone quarry and borrow area.</i>	<i>Contractor</i>	<i>PIU, PMU</i>
A.13	<i>Labour Requirement</i>	<i>The contractor preferably will use unskilled/semiskilled labour from local areas to give the maximum benefit to the local community to avoid any additional stress on the existing facilities (medical services, power, water supply, etc). At an average >120 labours/ day will be required during construction stage depending upon extent of construction work.</i>	<i>Contractor</i>	<i>PIU, PMU, TAQAC</i>

A.14	<i>Traffic Management Plan- Planning for Traffic Diversions and Detours</i>	<ul style="list-style-type: none">• <i>Detailed traffic control plans shall be prepared by the contractor and same shall be submitted to the PIU for approval. The traffic control plans shall contain details of temporary diversions, traffic safety arrangements including night time safety measures, details of traffic arrangement after cessation of work each day, safety measures undertaken for transport of hazardous materials and arrangement of flagmen etc to regulate traffic congestion.</i>• <i>The contractor shall provide specific measures for safety of pedestrians and workers as a part of traffic control plans. The contractor shall ensure that the diversion/detour is always maintained in running condition, particularly during the monsoon to avoid disruption to traffic flow.</i>• <i>The Contractor shall also inform local community about diversion in traffic routes and pedestrian access arrangements with assistance from PIU.</i>	<i>Contractor</i>	<i>PIU, TAQAC</i>
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A-15	⁴⁹ Stockyard/ Storage of Construction Material and Establishing Equipment Lay- down Area	<ul style="list-style-type: none"> • Contractor in consultation with PIU shall identify the site for temporary use of land storage of construction materials including pipes etc. These sites shall not cause an inconvenience to local population / traffic movement. These locations shall be approved by the PIU. • Selection of location for material storage and equipment lay-down areas must take into account prevailing winds, distances to adjacent land uses, general on – site topography and water erosion potential of the soil. Impervious surfaces must be provided wherever necessary. • Protect material stockpiles from storm water (e.g. by excavating a cut-off ditch around stockpiles to keep away storm water). • Enclosed storage for fuel with non- permeable flooring. • Contractor shall cover material stockpiles with tarpaulin or other materials. Avoid stockpiling material near water bodies. • Proper cover and stacking of loose construction material will be ensured during construction of outfall structures at construction site to prevent surface runoff and ⁵⁰contamination of receiving water body. • Staff dealing with these materials / substances must be aware of their potential impacts and follow the appropriate safety measures. The contractor must ensure that its staff is made aware of the health risks associated with any hazardous substances like bitumen, diesel, used oil and has been provided with the appropriate protective clothing/equipment in case of spillages or accidents and have received the necessary training. Necessary training and awareness program shall be carried out to make aware the contractor and its staff aware about hazardous nature of substances. 	Contractor	PIU, TAQAC
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⁴⁹ These storage areas can be hazardous, unsightly and can cause environmental pollution if not designed and managed carefully

⁵⁰ The most expected source of watercourse contamination is excavated soil or loose material being washed into water body during construction of drainage works.

A-16	<i>Information Dissemination and Communication Activities</i>	<ul style="list-style-type: none"> • <i>Prior to construction activity, information dissemination will be undertaken by the contractor at the project site. The wider dissemination of information to public will be undertaken by PMU through the disclosure of EA / EMP reports on the website of PMU-JTFRP.</i> • <i>Project information Board showing the name of work, project cost, duration, date of commencement, date of completion, executing agency and contact details (including telephone numbers) shall be displayed both sides of the roads.</i> • • <i>Information boards will also be setup at the sites of construction camps and labour camps, plants and stockyard site. Details of nodal officer with telephone numbers will be displayed for registering compliant/grievances by stakeholder/general public</i> 	<p><i>PMU</i></p> <p><i>Contractor</i></p>	<p><i>PMU, PIU, TAQAC</i></p> <p><i>PIU</i></p>
A-17	<i>Environmental Monitoring-Baseline Data</i>	<i>Ambient air quality, noise levels and water quality monitoring on six monthly basis as per environmental monitoring plan and in accordance to instruction of Environmental Specialist of PMU.</i>	<i>PIU</i>	<i>PMU, TAQAC</i>
B.	<i>Construction Stage</i>			
B.1	<i>Site Clearance (Clearing and Grubbing)</i>			

B.1.1	Clearing, grubbing and Levelling	<p><i>As per MoRTH sub-clause no. 201.1 and 201 in general, following measures to be implemented;</i></p> <ul style="list-style-type: none"> • <i>If required vegetation will be removed from the construction zone before commencement of construction.</i> • <i>All works will be carried out such that the damage or disruption to flora other than those identified for cutting is minimum. Only ground cover/shrubs that impinge directly on the permanent works or necessary temporary works will be removed with prior approval of PIU.</i> • <i>The Contractor, under any circumstances will not cut or damage trees.</i> • <i>Trees identified under the project will be cut only after receiving clearance from the Forest Dept (as applicable). Vegetation with girth size of over 30 cm will be considered as trees and shall be compensated.</i> 	Contractor	PIU, TAQAC
B.1.2	Dismantling of Culverts	<p><i>Following MoRTH Clause no. 202, all necessary measures shall be taken especially while working close to cross drainage channels to prevent earthwork, slope instability, stonework, materials and appendage as well as the method of operation from impeding cross-drainage at rivers, streams, water canals and existing drainage. Demolition wastes will be collected and disposed as per the provision of Construction & Demolition Rule 2016.</i></p>	Contractor	PIU, TAQAC

B.1.3	<i>Generation & disposal of Debris</i>	<ul style="list-style-type: none"> • <i>Debris generated due to the dismantling of the existing road shall be suitably reused in the proposed construction.</i> • <i>Scarified asphalts and the other construction wastes shall be appropriately re-used in road construction with the permission of PIU. The dismantled road and scarified bitumen waste shall be utilized for the paving of cross roads, access roads and paving works in construction sites and campus, temporary traffic diversions, haulage routes, parking areas along the roads or in any other manner approved by the PIU.</i> • <i>The Contractor will suitably dispose off unutilized debris and waste materials either through filling up of borrows areas located in wasteland or at pre-designated disposal locations, subject to the approval of the Environmental Expert of PIU.</i> • <i>At locations identified for disposal of residual bituminous wastes, the disposal will be carried out over a 60 mm thick layer of rammed clay so as to eliminate the possibility of leaching of wastes into the ground water. The Contractor will ensure that the surface area of such disposal pits is covered with a layer of soil.</i> • <i>All arrangements for transportation during construction including provision, maintenance, dismantling and clearing debris, will be considered incidental to the work and will be planned and implemented by the Contractor as approved and directed by the Environmental Expert of PIU.</i> • <i>The pre-designed disposal locations will be a part of Solid Waste Management Plan to be prepared by Contractor in consultation and with approval of Environmental Expert of PIU.</i> • <i>Debris generated from pile driving or other construction activities shall be disposed such that it does not flow into the surface water bodies or form mud puddles in the area.</i> 	Contractor	PIU, TAQAC
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B.1.4	Stripping, stocking and preservation of top soil	<p><i>In accordance to MoRTH clause 301, the topsoil from areas to be permanently covered will be stripped to a specified depth of 150 mm and stored in stockpiles. A portion of the temporarily acquired area and/or Right of Way will be earmarked for storing topsoil. The locations for stock piling will be pre-identified in consultation and with approval of Environmental Specialist of PIU. The following precautionary measures will be taken to preserve them till they are used:</i></p> <p><i>(a) Stockpile will be designed such that the slope does not exceed 1:2 (vertical to horizontal), and height of the pile is restricted to 2 m. To retain soil and to allow percolation of water, silt fencing will protect the edges of the pile.</i></p> <p><i>(b) Stockpiles will not be surcharged or otherwise loaded and multiple handling will be kept to a minimum to ensure that no compaction will occur. The stockpiles shall be covered with gunny bags or vegetation.</i></p> <p><i>(c) It will be ensured by the Contractor that the topsoil will not be unnecessarily trafficked either before stripping or when in stockpiles.</i></p> <p><i>Such stockpiled topsoil will be utilized for:</i></p> <ul style="list-style-type: none"> <i>• Covering all disturbed areas including borrow areas, only in a case where there are to be rehabilitation</i> <i>• Dressing of slopes of road embankment</i> <i>• Agricultural fields of farmers acquired temporarily land.</i> 	Contractor	PIU/ TAQAC
B.1.5	Accessibility	<ul style="list-style-type: none"> <i>• The Contractor will provide safe and convenient passage for vehicles, pedestrians and livestock to and from roadsides and property accesses connecting the project road, providing temporary connecting road. The Contractor will also ensure that the existing accesses will not be undertaken without providing adequate provisions. The Contractor will take care that the cross roads are constructed in such a sequence that construction work on the adjacent cross roads are taken up one after one so that traffic movement in any given area not get affected much.</i> 	Contractor	PIU/ TAQAC

B 1.6	<p><i>Planning for Traffic Diversions And Detours</i></p>	<ul style="list-style-type: none"> • <i>Temporary diversions will be constructed with the approval of the Environmental Specialist of PIU. Detailed Traffic Control Plans will be prepared by the Contractor and approved by Environmental Specialist, seven days prior to commencement of works on any section of road. The traffic control plans shall contain details of temporary diversions, traffic safety arrangements for construction under traffic, details of traffic arrangement after cessation of work each day, safety measures for night time traffic and precaution for transportation of hazardous materials and arrangement of flagmen.</i> • <i>The Contractor will ensure that the diversion/detour is always maintained in running condition, particularly during the monsoon to avoid disruption to traffic flow.</i> • <i>The Contractor will also inform local community of changes to traffic routes, conditions and pedestrian access arrangements. The temporary traffic detours will be kept free of dust by sprinkling of water three times a day and as required under specific conditions (depending on weather conditions, construction in the settlement areas and volume of traffic).</i> 	Contractor	PIU/ TAQAC
B.2	<i>Procurement of Construction Materials</i>			

B.2.1	<i>Procurement for Aggregate and other construction materials</i>	<ul style="list-style-type: none"> • <i>No borrow area will be opened without permission of the Environmental Specialist and without obtaining necessary regulatory permission. The location, shape and size of the designated borrow areas will be as approved by the Environmental Specialist and in accordance to the IRC recommended practice for borrow pits for road embankments (IRC 10: 1961). The borrowing operations will be carried out as specified in the guidelines for siting and operation of borrow areas.</i> • <i>The unpaved surfaces used for the haulage of borrow materials, if passing through the settlement areas or habitations; will be maintained dust free by the Contractor. Sprinkling of water will be carried out twice a day to control dust along such roads during their period of use.</i> • <i>During dry seasons (winter and summer) frequency of water sprinkling will be increased in the settlement areas and Environmental Specialist of PIU will decide the sprinkling time depending on the local requirements. Contractor will rehabilitate the borrow areas as soon as borrowing of soil is over from a particular borrow area in accordance with the approved borrow area Redevelopment Plan.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.2.2	<i>Transporting Construction Materials</i>	<p><i>All vehicles delivering fine materials like aggregate, cement, earth, sand, etc, to the site will be covered by Tarpaulin to avoid spillage of materials. Existing road used by vehicles of the contractor or any of his subcontractor or suppliers of materials will be kept clear of all dust/mud or other extraneous materials dropped by such vehicles.</i></p> <p><i>The contractor will make effort to transport materials to the site in non-peak hours</i></p>	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.2.3	<i>Quarry Operations & Crushers</i>	<i>The Contractor shall obtain materials for approved quarries. The crushers will be operated after obtaining consent to establish and consent to operate from J&KSPCB.</i>	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.3	Construction Work			

B.3.1	<i>Labour Camp Site</i>	<ul style="list-style-type: none"> • <i>Project information board will be displayed at the labour camp site.</i> • <i>Electrical cables and wires will be properly arranged with proper electrical safety. Loose electrical connections will not be allowed at the labour camp.</i> • <i>Red danger sign with bone & skull will be displayed as per The Electrical Rules at three phase motors, electrical panels and electrical machines, DG sets, etc.</i> • <i>Housekeeping at labour camp will be maintained properly. Daily sweeping and cleaning will be done at the labour camp.</i> • <i>HIV Aid awareness posters will be displayed at the camp site.</i> • <i>Solid waste generated at the camp site will be collected in covered waste bins. Then, it will be segregated as biodegradable (food waste, paper, etc) and non-biodegradable (plastic, polyethylene bag, etc) wastes. Polyethylene/plastic wastes will be stored in empty cement bags and to be sent for recycling through scrap dealer. Biodegradable (food waste, paper, etc) solid waste will be disposed in compost pit. Non-biodegradable inert wastes will be sent to land fill site of Jammu Municipal Corporation (JMC).</i> • <i>Proper drinking water, well ventilated accommodation, sanitation, canteen facilities will be provided to workers at the labour camp.</i> • <i>Suitable signages will be displayed at labour camps.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
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B.3.2	<i>Drainage and Flood control</i>	<ul style="list-style-type: none"> • <i>The Contractor shall ensure that no construction materials shall block the water flow from the hill side which may result in water lodging at the work site. The Contractor shall take remedies to remove accumulated water (if any) from the construction sites, camp sites, storage yard, excavated areas etc. Construction works should plan well in advance prior to on-set of monsoon to avoid water- pool besides providing temporary cross drainage systems. The contractor shall take all adequate precautions to ensure that construction materials and excavated materials are enclosed in such a manner that erosion or run off of sediments is controlled. Silt fencing shall be installed prior to the onset of the monsoon at all the required locations, as directed by PIU/PMU. Prior to monsoon, the contractor shall provide either permanent or temporary drains to prevent water accumulation in immediate environs and agricultural areas.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B 3.3	<i>Siltation of Water Bodies and Degradation of Water Quality</i>	<ul style="list-style-type: none"> • <i>The Contractor will not excavate beds of any stream/canals/ any other water body for borrowing earth for embankment construction.</i> • <i>Contractor will construct silt fencing at the base of the embankment construction for the entire perimeter of any water body (including wells) adjacent to the project road and around the stockpiles at the construction sites including ancillary sites close to water bodies. The fencing will be provided prior to commencement of earthwork and continue till the stabilization of the embankment slopes, on the particular sub-section of the road.</i> • <i>Contractor will ensure that construction materials containing fine particles are stored in an enclosure such that sediment-laden water does not drain into nearby watercourse.</i> • <i>On completion of construction of culverts and bridges, drainage channels will be cleared by collecting debris and disposed suitably. Detours/diversions constructed for construction of culverts and bridges will be also be cleared before onset of monsoon.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>

B 3.4	Slope Protection and Control of Soil Erosion	<p><i>Following MoRTH clause 306, 307, 308 and other applicable clauses;</i></p> <ul style="list-style-type: none"> • <i>The Contractor will construct slope protection works (on hill/ side) as per design, or as directed by PIU to control landslide/ soil erosion and sedimentation through use of Breast walls, Retaining Walls, Pilot Bioengineering slope stabilization methods, dykes, sedimentation chambers, basins, fibber mats, mulches, grasses, slope, drains and other devices.</i> • <i>All temporary sedimentation, pollution control works and maintenance thereof will be deemed as incidental to the earth work or other items of work and as such no separate payment will be made for them.</i> • <i>Contractor will ensure the following aspects:</i> • <i>After construction of road embankment, the side slopes will be covered with grass and shrubs as per design specifications.</i> • <i>Turfing works will be taken up as soon as possible provided the season is favourable for the establishment of grass sods. Other measures of slope stabilization will include mulching netting and seeding of batters and drains immediately on completion of earthworks.</i> • <i>In borrow pits, the depth shall be so regulated that the sides of the excavation will have a slope not steeper than 1 vertical to 2 horizontal, from the edge of the final section of the bank.</i> • <i>Along sections abutting water bodies, pitching as per design specification will protect slopes.</i> 	Contractor	PIU TAQAC
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B. 3.5.	Addressing Slope Stabilization Issues	<ul style="list-style-type: none"> • <i>PCC Retaining Walls on valley side and PCC Breast Walls on hill side have been proposed in slide prone areas. Safety of these structures have to be ensured by the Contractor under the strict supervision of the PIU/TAQAC against sliding, overturning, bearing capacity and tension failure.</i> • ⁵¹<i>Trail Improvement: Trail improvement refers to the vegetative and structural measures used to protect trails from erosion and to improve them for people and livestock traffic, both during construction and in the form of remedial measures. General guidelines should be followed to ensure slope safety when designing and constructing trails and roads along steep slopes. The combination of slope instability, lack of understanding of slope dynamics, and poor planning and construction, means that roads and trails are a major source of landslides, slips, and flows in many parts of the Himalayan region, and thus contribute to the development of flash floods. Basic design considerations are;</i> <ul style="list-style-type: none"> (i) <i>Ideally, trails should follow a contour.</i> (ii) <i>Drainage ditches should be provided at appropriate locations to guide surface runoff. The trail should slope outwards. A maximum cross slope of 1:20 (vertical height to horizontal length) is recommended to avoid cross ruts.</i> (iii) <i>Trails should be wider than 1.2 m.</i> (iv) <i>An average gradient of 10% is generally considered to be the maximum for comfortable walking; 15% is considered to be the maximum permissible gradient.</i> (v) <i>Trails with gradients of less than 8° (≈14%) should be cut and levelled and sown with grass.</i> (vi) <i>Trails with gradients of 8° to 12° (≈20%) should be paved with stone</i> (vii) <i>Stone steps should be constructed on trails with gradients above 12° (≈20%).</i> (viii) <i>The length of the landing (step) can be 1 m.</i> • ⁵²<i>Terracing: terracing can be utilized at high slide/ landslip prone areas. Terracing is the technique of converting a slope into a series of horizontal step-like structures with the aim of: controlling the flow of surface runoff by guiding the runoff across the slope and conveying it to a suitable outlet at a non-erosive velocity; reducing soil erosion by trapping the soil on the terrace; and creating flat land suitable for cultivation. Terracing helps prevent the formation of rills, improves soil fertility through reduced erosion, and helps</i> 	Contractor	PIU, TAQAC
		<p>⁵¹ DSCWM (2004)</p>		
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		<ul style="list-style-type: none"> • <i>Grassed Waterways (adopted from Sharda et al. 2007): Grassed waterways are natural or artificially constructed water courses shaped or graded to the required dimensions and planted with suitable vegetation. Grassed waterways generally run down a slope and are designed to conduct surplus water safely into natural drainage courses. They are usually made broad and shallow, although the shape and size can vary depending on the size of the drainage area, slope of the land, and soil type. The channels help surface water to flow across the land without causing soil erosion. They are used as outlets to prevent rill and gully formation. The vegetation in the channel helps control the water flow and reduces channel surface erosion. Properly designed grassed waterways can safely transport large volumes of water to the down slope. They are also used as filters to prevent sediments entering into nearby water bodies. Grassed waterways are used as:</i> <ul style="list-style-type: none"> <i>(i) outlets for diversions and emergency spillways;</i> <i>(ii) to safely convey runoff from contour and graded</i> <i>(iii) bunds and bench terraces;</i> <i>(iv) as outlets for surface and sub-surface drainage systems on sloping land;</i> <i>(v) to carry runoff from natural drains and prevent formation of gullies; and</i> <i>(vi) to dispose of water collected in road ditches or discharged through culverts.</i> 		
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⁵² DWDIP- Level or contour terraces are constructed along slope contours with the main aim of retaining water and sediment. The terrace edge is planted with trees, small plants, and grass, usually with trees on the outward facing edge to increase stability. Bench terracing is similar to contour terracing with the difference that the terraces do not strictly follow the contour line and runoff may run along as well as across the terrace. Bench terraces are primarily constructed to enable crops to be grown on sloping land, rather than to retain water and sediment. Bench terraces are recommended for slopes with gradient of up to 33%, but as a result of pressure on land are constructed on slopes up to 50–60% (Sharda et al. 2007).

B.3.5	Safeguarding of Trees	<ul style="list-style-type: none"> • All trees close to RoW should be marked (dual horizontal strip- Yellow/ Red colour) with safe reflective strips prior to commencement of works. • Trees near the construction zone will be covered/ wrapped with protective green mesh fiber cloth around base tree trunk area by 6 feet in height. • No stockpiling of any construction material will be allowed around or close to trees • Make-shift steel barricading should be provided around each tree in active work zone where excavation takes place for the purpose of drainage, protective works and other ancillary road works which may affect trees. 	Contractor	PIU, TAQAC
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B.3.6	<i>Pedestrian and Vehicular Traffic Movement Management</i>	<ul style="list-style-type: none"> • <i>Detailed traffic control plans will be prepared and submitted to the PIU for approval one week prior to commencement of works.</i> • <i>The traffic control plans shall contain details of temporary diversion, details of arrangements for construction (road stretches, timing and phases).</i> • <i>Provide the construction itinerary in advance so that the road users can use alternative routes</i> • <i>Erect warning and safety signs of ongoing works.</i> • <i>Suitable retro-reflective warning signs should be placed at near construction locations and should be visible at night.</i> • <i>Alternative access ways should be communicated to the community by way of announcement appropriately for the public information.</i> • <i>The contractor shall take all necessary measures for the safety of traffic during construction and shall provide, erect and maintain such barricades, including signs, markings, flagmen as proposed and approved by PIU/PMU. The contractor shall ensure that all signs, barricades, pavement markings are provided as per applicable IRC code and guidelines.</i> • <i>Install signage, barricading, fencing as required and include safety measures for transport of materials/ equipment's, which shall be limited to certain times, and arrangements for flagmen at intersection..</i> 	Contractor	PIU, TAQAC
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B.3.7	<i>Excavation works for longitudinal drains along hill/ valley side</i>	<ul style="list-style-type: none"> • <i>Drainage has been proposed along the hill/ valley side where drain is necessary in Road Package 2.</i> • <i>At the excavation site, warning sign boards will be displayed in vernacular language and English.</i> • <i>Entry of general public/unauthorized person will be restricted.</i> • <i>During excavation for laying of concrete (RCC) cover drains necessary safety measures will be taken by the contractor.</i> • <i>Excavation of 1.5 meters deep or greater requires a sides protection (Close Timbering and step cutting) unless the excavation is made entirely in stable rock.</i> • <i>Contractor to follow strict protocol during construction/ excavation for longitudinal drainage especially along the sensitive receptors like schools, mosque, community centres, religious places, shrines , grave yard etc.</i> • <i>Excavated earth will be collected and disposed in pre-identified site with the approval of PIU. Excavated earth shall not be dump on the carriageway or shoulders.</i> • <i>Casted drain block and drain cover will not be stacked on the road.</i> • <i>To ensure elimination of excavation hazards, excavation will be carried in the presence of competent person.</i> • <i>Suitable barricading will be provided around the excavation site.</i> • <i>Suitable personal protective equipment will be provided to the workers.</i> 	Contractor	PIU, TAQAC
B.3.8	<i>Handling of Cement Bags</i>	<ul style="list-style-type: none"> • <i>Cement bags will be stored and emptied in covered area to control fugitive dust emissions.</i> • <i>While handling and emptying cement bags, workers will wear masks, hand gloves and protective goggles.</i> • <i>Manual transferring of cement bags from one place to another place will not be allowed. For this purpose, trolley will be used.</i> 	Contractor	PIU, TAQAC

B.3.9	Work-zone safety Management	<ul style="list-style-type: none"> • <i>The Contractor shall prepare the construction safety plan as per provisions under the IRC 67-2001, SP-55 for safe work zone to be duly approval by the environmental specialist of PIU/PMU prior to start of road works.</i> • <i>Temporary barricades shall be provided to delineate construction zone as well material stacking areas. The construction site and the labour facility (if any) shall be appropriately barricaded to prevent entry and accidental tress passing of workers, staff and others into the construction site.</i> • <i>All operational areas shall be access controlled. Watch and ward facilities at all times shall be provided by the contractor.</i> • <i>Proper retro reflective warning signage will be installed on the access road next to the construction site about movement of construction machinery and vehicles.</i> • <i>In excavations for longitudinal surface road drains, culverts etc., a high visibility warning and retro reflective signage shall be displayed in vermicular language and English. Entry of unauthorized persons should be restricted. Excavation of 1.5 metres deep or greater will be adequately barricaded.</i> • <i>There shall be adequate lighting arrangement at night to prevent mishaps after construction activity ceases for the day</i> • <i>All the retro safety signage as per IRC 55 will be erected at construction site for generating awareness among local community and road user during the construction.</i> 	Contractor	PIU, TAQAC
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B.3.10	<i>Sensitive Receptors- Impact Management</i>	<ul style="list-style-type: none"> • <i>At each sensitive receptor like schools, temples/mosques, religious places, shrines, community centers, grave yards etc and in general residential houses, the construction operations in these areas should be limited to time period of 7:30 am to 6:00 pm.</i> • <i>Periodic maintenance and calibration of construction equipment's/ vehicles to meet applicable CPCB emission standards.</i> • <i>Contractor to ensure regular dust suppression measures by way of standard and efficient water sprinkling through water tankers at these designated sensitive receptors.</i> • <i>Noise barriers shall be installed during the construction phase to protect the school from the noise from construction activities.</i> • <i>Adequate barricading and safety measures to protect dust pollution and noise impacts on sensitive receptors like schools and religious places etc. due to vehicle movement to be ensured prior to the start of work and their effectiveness to be checked during construction.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.3.11	<i>Occupational Health and Safety of Workers</i>	<ul style="list-style-type: none"> • <i>The contractor will prepare and follow the OHS plan, including provisions for emergency response plan.</i> • <i>All workers will be provided with requisite personal protective equipment</i> • <i>Emergency Telephone Numbers shall be displayed at camp and plant site.</i> • <i>Medical facilities shall be provided for workers at Labour camp and plant site.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.4	Pollution			
B.4.1	Water Pollution			

B.4.1.1	<i>Water Pollution from construction material</i>	<ul style="list-style-type: none"> • <i>The contractor will take all precautionary measures to prevent entering of wastewater into streams, water bodies or the irrigation system during construction. Contractor will avoid construction works close to the streams or water bodies during monsoon.</i> • <i>Contractor shall not wash his vehicles in river water and shall not enter riverbed for that purpose.</i> • <i>Any type construction wastes will not be disposed in rivers or water bodies.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.4.1.2	<i>Water Pollution from Fuel and Lubricants</i>	<ul style="list-style-type: none"> • <i>The Contractor will ensure that all construction vehicle parking locations, fuel/lubricants storage sites, vehicle, machinery and equipment maintenance and refuelling sites will be located at least 250 m away from rivers and irrigation canal/ponds. The Contractor will submit all locations and layout plans of such sites prior to their establishment and will be approved by the Environmental Specialist of PIU. Contractor will ensure that all vehicle/machinery and equipment operation, maintenance and refuelling will be carried out in such a fashion that spillage of fuels and lubricants does not contaminate the ground. Wastewater from vehicle parking, fuel storage areas, workshops, wash down and refuelling areas will be treated in an oil interceptor before discharging into on land or into surface water bodies or into other treatment system.</i> • <i>In all, fuel storage and refuelling areas, if located on areas supporting vegetation, the top soil will be stripped, stockpiled and returned after cessation of such storage.</i> • <i>Contractor will arrange for collection, storing and disposal of oily wastes to the pre-identified disposal sites</i> • <i>All oil spills, used oil will be disposed off in accordance with J&K State Pollution Control Board (JKSPCB) guidelines.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>

B.4.1.3	Waste Water from Labour Camp	<ul style="list-style-type: none"> • Waste water generated from the sanitary facilities at labour camp will be treated in septic tank followed by soak pit. • No untreated raw sewage/waste water will be discharged into any water body. • Workers will not be allowed for open defecation. Proper toilets fitted with septic tank and soak pit will be provided for workers at camp site. • At the bridge construction site portable toilets shall be provided for workers and sewage from portable toilets shall be passed through septic tank followed by soak pit. 	Contractor	PIU, TAQAC
B.4.2	Air Pollution			
B.4.2.1	Dust Pollution	<ul style="list-style-type: none"> • Frequent dust suppression will be planned for the road by use of water tankers. • The contractor will procure the construction machineries, which conforms to the pollution control norms specified by the MoEF&CC/CPCB/J&KSPCB. • The excavated earth /construction materials will be stored properly so that it does not generate fugitive emissions. • Regular maintenance of vehicles to be used for material transportation and equipment will be carried and vehicular pollution check should be made mandatory. • Mask and other PPE should be provided as a mandatory effort to the construction workers in dust prone areas. 	Contractor	PIU, TAQAC

B.4.2.2	<i>Emission from Construction Vehicles, Equipment and Machineries</i>	<ul style="list-style-type: none"> • <i>The contractor will ensure that all vehicles, equipment and machinery used for construction works are regularly maintained and conform that pollution emission levels and comply with the requirements of CPCB and/Motor Vehicles Rules. The contractor will submit Pollution Under Control (PUC) certificates for all vehicles for the project.</i> • <i>DG set will be provided with chimney of adequate height as per CPCB guidelines (Height of stack in meter = Height of the building + 0.2 \sqrt{KVA}).The environmental monitoring is to be conducted as per the monitoring plan.</i> 	Contractor	PIU, TAQAC
B.4.3	Noise Pollution			
B.4.3.1	<i>Noise Levels from Construction Vehicles and Equipment's</i>	<p><i>The contractor will confirm the following:</i></p> <ul style="list-style-type: none"> • <i>All construction equipment used in excavation, concreting, etc, will strictly conform to the MoEF&CC/CPCB/J&KSPCB noise standards.</i> • <i>All vehicles and equipment used in construction works will be fitted with exhaust silencers/mufflers.</i> • <i>Maintenance and servicing of all construction vehicles and machineries will be done regularly.</i> • <i>Only acoustic enclosures fitted DG sets will be allowed at the construction site and labour camp. At the construction sites within 150 m of the nearest habitation, noisy construction work and use of high noise generation equipment will be stopped during the night time between 10.00 pm to 6.00 am.</i> • <i>Working hours of the construction activities will be restricted around educational institutes/health centers (silence zones) up to a distance of 100 m from the sensitive receptors.</i> • <i>Noise monitoring shall be carried out in construction areas through the approved monitoring agency.</i> 	Contractor	PIU, TAQAC
B.5	Archaeological Resources and Cultural properties			

B.5.1	<i>Chance Found Archaeological Property</i>	<ul style="list-style-type: none"> • <i>All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on the site shall be the property of the Government and shall be dealt with as per provisions of the relevant legislation.</i> • <i>The contractor will take reasonable precautions to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Environmental Expert of the PIU of such discovery and carry out the PIU instructions for dealing with the same, waiting which all work shall be stopped.</i> • <i>The PIU will seek direction from the Archaeological Survey of India (ASI) before instructing the Contractor to recommence the work in the site.</i> 	Contractor	PIU, PMU TAQAC
B.5.2	<i>Impacts on cultural Properties</i>	<ul style="list-style-type: none"> • <i>All necessary and adequate care shall be taken to minimize impact on cultural properties which includes cultural sites and remains, places of worship including mosques, temples, shrines, etc., graveyards, monuments and any other important structures as identified during design stage.</i> • <i>Relocation and enhancement measures shall be taken up as per design and in consultation with local community. Access to such properties from the road shall be maintained clear and clean.</i> 	Contractor	PIU, TAQAC
B.6	<i>Personal Safety</i>			

B.6.1	<i>Personal Safety Measures for Labours and Staff</i>	<p><i>The contractor will take necessary measures for personal safety of workers:</i></p> <ul style="list-style-type: none"> • <i>Protective safety shoes, gum boots, hand gloves, protective goggles, etc (as required) will be provided to the workers employed in construction works</i> • <i>Welder’s protective eye-shields will be provided to workers who are engaged in welding works.</i> • <i>Earplugs will be provided to the workers exposed to high noise levels.</i> • <i>Safety vests will be used by workers when on construction site.</i> • <i>The Contractor will comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry and egress. The contractor will make sure that during the construction work all relevant provisions of Building and other Construction Workers (regulation of Employment and Conditions of Services) Act, 1996 are adhered to.</i> • <i>The Contractor will not employ any person below the age of 14 years for any work.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
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B.6.2	<i>Traffic and Safety</i>	<ul style="list-style-type: none"> • <i>The Contractor will take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as proposed in the traffic control plan/drawings and as required by the Environmental Expert for the information and protection of traffic approaching or passing through the section of any existing cross roads.</i> • <i>The existing roads are the hilly terrain roads under package 4 which consists of numerous sharp curves, number of minor junction, landslide/ landslip areas which traffic safety installations. The Contractor will ensure that all signs, barricades, pavement markings are provided as per the MoRTH specifications for Hilly Terrain. The Contractor will ensure that all signs, barricades, pavement markings are provided as per the MoRTH specifications.</i> • <i>Before taking up of construction, a Traffic Control Plan will be devised and implemented to the satisfaction of the Environmental Expert of PIU.</i> 	<i>Contractor</i>	<i>PIU TAQAC</i>
B.6.3	<i>Emergency Management</i>	<ul style="list-style-type: none"> • <i>Emergency numbers will be displayed at the construction sites and camp site,</i> • <i>First boxes will be made available at construction site and camp site,</i> • <i>Fire extinguishers for petroleum oil fire and electrical fire will be made available at camp site, fuel storage site, construction site etc.</i> • <i>Designated vehicles, which can be used as ambulance will be available at construction site at all the time.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>

B.6.4	<i>Risk Force Measure</i>	<ul style="list-style-type: none"> • <i>The contractor will make required arrangements so that in case of any mishap during, operation of machinery/ construction vehicles, dismantling, excavation, concrete pouring, hot asphalt handling and erection of pumps, all necessary steps can be taken for prompt first aid treatment.</i> • <i>Construction Safety Plan for the all the road stretches, embankment development, protection works, works road longitudinal drains, ancillary sites to be prepared by the contractor and will identify necessary actions in the event of an emergency.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.6.5	<i>First Aid Facility</i>	<p><i>The contractor will arrange for :</i></p> <ul style="list-style-type: none"> • <i>A readily available first aid unit including an adequate supply of sterilized dressing materials, burn ointment and appliances as per the state Factories Rules will be maintained all the time by the contractor.</i> • <i>Availability of first aid trained persons will be ensured at the project site during construction phase.</i> • <i>Availability of suitable transport will be ensured at all times to take injured or sick person(s) to the hospital.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.6.6	<i>Informatory Signs and Hoardings</i>	<i>The Contractor will provide, erect and maintain informatory/safety signs, hoardings written in English and local language, wherever required or as suggested by the Environmental Specialist of PIU.</i>	<i>Contractor</i>	<i>PIU TAQAC</i>
B.7	<i>Labour Camp and Project Site Management</i>			

B.7.1	<i>Accommodation for Labourers</i>	<ul style="list-style-type: none"> • <i>Contractor will follow all relevant provisions of the Building and the other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 for construction and maintenance of labour camp.</i> • <i>The location, layout and basic facility provision of each labour camp will be submitted to Environmental Expert of PIU prior to their construction.</i> • <i>The construction will commence only upon the written approval of the Environmental Expert of PIU.</i> • <i>The contractor will maintain necessary well ventilated living accommodation, toilets, bath rooms and ancillary facilities in functional and hygienic manner.</i> • <i>Proper ventilation along with standard exhaust fans will be provided in labour accommodation rooms.</i> • <i>Regular cleaning and sweeping will be ensured at the labour camp site.</i> • <i>Systematic waste collection management at labour camp to be managed as per SWM Rules 2016.</i> • <i>Standard First Aid Kits/units including an adequate of sterilized dressing materials.</i> 	Contractor	PIU, TAQAC
B.7.2	<i>HIV/AIDS Prevention Measures</i>	<ul style="list-style-type: none"> • <i>Necessary HIV/AIDS prevention measures will be taken at labour camp</i> • <i>HIV/AIDS awareness program will be organized by the contractor's Environment & Safety Officer.</i> 	Contractor	PIU, TAQAC

B.7.3	<i>Potable Water for Workers</i>	<ul style="list-style-type: none"> • <i>The contractor will construct and maintain labour accommodation in such a fashion that uncontaminated clean water is available for drinking, cooking, bathing and washing. The contractor will also provide potable water facilities within the precincts of workplace/pump stations in an accessible place, as per standards set by the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.</i> • <i>The contractor will also provide the following:</i> <ol style="list-style-type: none"> a) <i>Supply of sufficient quantity of potable water (as per IS) at construction site/labour camp (site at suitable and easily accessible places and regular maintenance of such facilities).</i> b) <i>If any water storage tank is provided that will be kept such that the bottom of the tank at least 1 meter above the surrounding ground level.</i> c) <i>If water is drawn from any existing well/ hand pump, which is within 30 meters proximity of any toilet, drain or other source of pollution, the well will be disinfected before water is used for the drinking.</i> <ul style="list-style-type: none"> • <i>Environmental Expert of PIU will be required to inspect the labour camp once in a week to ensure the compliance of the EMP.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
B.7.4	<i>Sanitation and Sewage System at Labour Camp</i>	<p><i>The contractor will ensure that :</i></p> <ul style="list-style-type: none"> • <i>The sewage system for the camp will be designed, built and operated in such a fashion that no health hazard occurs and no pollution to the air, ground water or adjacent water courses take place,</i> • <i>Separate toilets/bathrooms, as required, will be provided for men and women, marked in vernacular language,</i> • <i>Toilets will be provided with septic tank followed by soak pit.</i> • <i>Adequate water supply will be provided in all toilets and urinals,</i> • <i>Night soil can be disposed of with the help of municipality or disposed of by putting layer of it at the bottom of a permanent pit prepared for the purpose and covered with 15 cm layer of waste or refuse and then covered with a layer of earth for a fortnight.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>

B.7.5	Waste Disposal	<ul style="list-style-type: none"> • The contractor will provide garbage bins in the camp & construction site and ensure that these are regularly emptied and disposed off in a hygienic manner according to Solid Waste Management Plan as per Solid Waste Management Rule 2016. • Burning of wastes at construction site, labour camp and road side will not be allowed. • Solid waste generated at the construction site & labour camp, will be collected in covered waste bins and segregated as biodegradable (food waste, paper, etc) and non-biodegradable (plastic, polyethylene bag, etc) wastes. Polyethylene/plastic wastes will be stored in empty cement bags and to be sent for recycling through scrap dealer. Biodegradable (food waste, paper, etc) solid waste will be disposed in the compost pit. 	Contractor	PIU, TAQAC
B.8	Environmental Monitoring			
B.8.1	Environmental Monitoring- Construction Stage	<ul style="list-style-type: none"> • The PIU will carry out environmental monitoring for Ambient Air Quality, Noise levels and Water Quality on six monthly basis as per environmental monitoring plan and in accordance to instruction of Environmental Specialist of PMU. 	PIU	PMU, TAQAC
B.8.2	Compensatory Plantation	<ul style="list-style-type: none"> • In case of tree cutting, compensatory plantation will be carried in affected area in the ratio of 1:6 (i.e. for loss of 1 tree 6 trees will be planted) or greater and transplantation of the same may be envisaged wherever applicable. • Loss of trees will be compensated by 1:3 ratio (i.e. for loss of 1 tree 3 trees will be planted) or greater and transplantation of the same trees may be envisaged wherever applicable. • Regular monitoring will be carried out for plantation along the project road for cutting of trees. • Plantation of indigenous type shall be. This can be achieved in coordination and in association with Social Forestry Department. 	PIU	PMU, TAQAC
C.	Contractor's Demobilization			

C.1	<i>Clean-up Operations, Restoration and Rehabilitation</i>	<ul style="list-style-type: none"> • <i>The contractor will prepare project and labour camp site restoration plan, which will be approved by the PIU / Environmental Expert. The clean-up and restoration operations are to be implemented by the contractor prior to demobilization from construction site and labour camp. The contractor will clear all temporary structures, debris, construction wastes, garbage, night soils, etc in environmental sound manner.</i> • <i>All disposal pits or trenches will be filled in and effectively sealed off.</i> • <i>Construction places including camp and any other area used/affected due to the project operations will be left clean and tidy at the contractor's expense to the entire satisfaction to the PIU.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
C.2	<i>Land Rehabilitation</i>	<ul style="list-style-type: none"> • <i>All surfaces hardened due to construction activities will be ripped & imported materials thereon removed.</i> • <i>All rubbles to be removed from the site to an approved disposal site. Burying of rubble on site is prohibited.</i> • <i>Surfaces are to be checked for waste products from activities such as concreting or asphaltting and cleared in a manner approved by the Engineer.</i> • <i>All embankments are to be trimmed, shaped and replanted to the satisfaction of the PIU.</i> • <i>Borrow pits are to be closed and rehabilitated in accordance with the pre-approved management plan for each borrow pit. The Contractor shall liaise with the PIU regarding these requirements.</i> 	<i>Contractor</i>	<i>PIU, TAQAC</i>
D	<i>Post Construction Stage</i>			
D.1	<i>Environmental Monitoring- Post Construction Stage</i>	<ul style="list-style-type: none"> • <i>The environmental monitoring laboratory of JTFRP-PMU will carry out environmental monitoring for Ambient Air Quality, Noise levels and Water Quality on six monthly basis as per environmental monitoring plan and in accordance to instruction of Environmental Specialist of PMU.</i> 	<i>PIU</i>	<i>PMU, TAQAC</i>

D.2	<i>Monitoring of Afforested and Landscape areas</i>	<i>Continuous watch and monitoring of afforested and landscape areas (central verge plantation) shall be done for its performance and survival rate. The plantation will be properly guarded by watch and ward personnel. Provision will be made for manure application and watering on schedule.</i>	<i>PIU</i>	<i>PMU</i>
D.3	<i>Soil Erosion and Monitoring of Borrow Areas</i>	<i>Visual monitoring and inspection of soil erosion at borrow areas, quarries (if closed and rehabilitated), embankments and other places expected to be affected, will be carried out once in every three months.</i>	<i>PIU</i>	<i>PMU</i>

1.5. Clause for Nonconformity to Environmental Management Plan (EMP) - Protection of the Environment

The Contractor will implement necessary mitigation measures for which responsibility is assigned to him as stipulated in the EMP. Any lapse in implementing the same will attract the damage clause as detailed below:

- *Any complaints of public, within the scope of the Contractor, formally registered with the PIU and communicated to the Contractor, which is not properly addressed within the time period intimated by the PIU shall be treated as a major lapse.*
- *Non-conformity to any of the mitigation measures like unsafe conditions, non-collection of excavated material (during laying of drainage pipes) regularly and other unattended Health, Safety & Environment (HSE) issues, as stipulated in the EMP Report (other than stated above) shall be considered as a minor lapse.*
- *On observing any lapses, PIU shall issue a notice to the Contractor, to rectify the same.*
- *Any minor lapse for which notice was issued and not rectified, first and second reminders shall be given after ten days from the original notice date and first reminder date respectively. Any minor lapse, which is not rectified, shall be treated as a major lapse from the date of issuing the second reminder.*
- *If a major lapse is not rectified upon receiving the notice PIU shall invoke reduction, in the subsequent interim payment certificate.*
- *For major lapses, 10% of the interim payment certificate will be withheld, subject to a maximum limit of about 0.5% of the contract value.*
- *If the lapse is not rectified within one month after withholding the payment, **the amount withheld shall be forfeited immediately.***