
GOVERNMENT OF ASSAM**FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM (FREMAA)****ASSAM INTEGRATED RIVER BASIN MANAGEMENT PROGRAM (AIRBMP)
PROJECT**

REQUEST FOR BIDS NO: FREMAA_CW7_INTERIOR_LGSF

**NATIONAL OPEN COMPETITIVE
PROCUREMENT****(Two-Envelope Bidding Process with e-Procurement)****NAME OF WORK: Procurement of Interior Works Light Gauge Steel Frame Structure
(LGSF) at Assam Water Centre**

PERIOD OF SALE OF BIDDING DOCUMENT	:	FROM <u>12.03.2024</u> at <u>14:00</u> HOURS TO <u>19.04.2024</u> at <u>14:00</u> HOURS
TIME AND DATE OF PRE-BID MEETING	:	DATE <u>26.03.2024</u> TIME <u>14:00</u> HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	DATE <u>19.04.2024</u> TIME <u>14:00</u> HOURS
* TIME AND DATE OF OPENING OF BIDS – Technical Part	:	DATE <u>19.04.2024</u> TIME <u>16:00</u> HOURS
PLACE OF OPENING OF BIDS	:	4 th FLOOR, FREMAA at ASSAM WATER ASSAM - 29
	:	
OFFICER INVITING BIDS	:	CHIEF EXECUTIVE OFFICER, FREMAA

REQUEST FOR BIDS

(RFB)

**GOVERNMENT OF ASSAM
ASSAM INTEGRATED RIVER BASIN MANAGEMENT PROGRAM
(AIRBMP) PROJECT**

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

NATIONAL OPEN COMPETITIVE PROCUREMENT

Name of Project: ASSAM INTEGRATED RIVER BASIN MANAGEMENT PROGRAM
(AIRBMP)

Contract Title: Procurement of Interior Works Light Gauge Steel Frame Structure
(LGSF) at Assam Water Centre

Loan No./Credit No./ Grant No.: IBRD:94870

RFB Reference No.: FREMAA_CW7_INTERIOR_LGSF

Date: 11/03/2024

1. The Government of Assam through Government of India has received financing from the World Bank toward the cost of the ASSAM INTEGRATED RIVER BASIN MANAGEMENT PROGRAM (AIRBMP) Project and intends to apply part of the proceeds toward eligible payments under the contract for construction of works as detailed below.
2. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers, July 2016, Revised November 2020" ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.
3. Bidders from India should, however, be registered with the Government of Assam 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
4. The Flood and River Erosion Management Agency of Assam (FREMAA) now invites online Bids from eligible Bidders for the construction of works detailed below in the table. The bidders may submit bids for any or all of the works indicated therein. Interested bidders may obtain further information and inspect the bidding document at the address given below during office hours. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to

paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.

5. The bidding document is available online on www.assamtenders.gov.in and also on the Project website of FREMAA, Assam i.e. <http://fremaa.assam.gov.in> from **12-03-2024 to 19-04-2024** which can be downloaded free of cost. However, bidders will be required to register themselves in the Assam tender portal before downloading the bidding document and the registration is free. The bidders would be responsible for ensuring that any addenda available on the e tender portal is also downloaded and incorporated. **No print media publication would be given for any addendum/ corrigendum.**
6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may follow the instructions mentioned in the Assam Tenders e procurement portal <https://assamtenders.gov.in>.
7. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://assamtenders.gov.in> on or before **14:00** hours on **19-04-2024** and the ‘Technical Part’ of the bids will be publicly opened online on the same day at **16:00 hours**, in the presence of the bidders’ designated representatives who wish to attend. The Technical Part opening meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent by the Employer through email to the bidders who may choose to attend through video conference at least two (2) calendar days before the Technical Part opening. For obtaining the electronic connection link, the participating bidders must submit a request through e-mail to the Employer at mail ID: ceo-fremaa@assam.gov.in
The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part.
Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the Employer’s office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a Bid Security separately for each contract for the amount(s) specified in the table below. 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. Procedure for submission of bid security is described in Para 9.
9. **The bidders are required to submit (a) original bid security and (b) original affidavit, regarding correctness of information furnished with the bid, either by registered post/speed post/courier or by hand, so as to reach the Office of the Chief Executive Officer, FREMAA at 4thFloor, Assam Water Center, Street Address: Kundil Nagar, Basistha, City: Guwahati, PIN/Postal Code: 781029, with before the bid submission deadline, failing which the bids will be declared non-responsive and will not be opened.**

10. A pre-bid meeting will be held on **26-03-2024 at 14:00 hours** at the office of the Chief Executive Officer, Flood and River Erosion Management Agency of Assam, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document and **also visit the proposed site** prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of works under the contracts for discussion and clarification at the pre-bid meeting. **A certificate of site visit obtained from the authority (duly signed) should be enclosed with the technical bid against this RFB.**
11. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
12. The address for communication is as under:

Chief Executive Officer
 Flood and River Erosion Management Agency of Assam,
 4th Floor, Assam Water Center
 Street Address: Kundil Nagar, Basistha
 City: Guwahati
 PIN/Postal Code: 781029
 Country: INDIA
 e-mail ID: ceo-fremaa@assam.gov.in

TABLE

Contract No.	Brief Description of Works	Completion Period	Bid Security Amount
1	Procurement of Interior Works for Light Gauge Steel Frame Structure (LGSF) at Assam Water Centre	90 Days	Rs. 1,50,000


 (Dr. Jeevan B, IAS)
 Chief Executive Officer, FREMAA,

Table of Contents

PART 1 – Bidding Procedures	7
Section II - Bid Data Sheet (BDS)	36
Section III - Evaluation and Qualification Criteria	43
Section IV - Bidding Forms	56
Appendix to Financial Part: Schedules	114
Section V - Eligible Countries	124
Section VI - Fraud and Corruption	125
PART 2 – Works’ Requirements	127
Section VII - Works’ Requirements	128
Works’ Requirements & Drawings, Specifications	129
Technical Specifications	134
PART 3 – Conditions of Contract and Contract Forms	168
Section VIII - General Conditions of Contract	169
Section IX - Particular Conditions of Contract	210

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.</p>
	<p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays; (d) the term "ES" means environmental and social (including Sexual Exploitation, and Abuse (SEA), and Sexual Harassment (SH)); (e) "Sexual Exploitation and Abuse" "(SEA)" means the following: <ul style="list-style-type: none"> (i) "Sexual Exploitation" is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. (ii) "Sexual Abuse" is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; (f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or

	<p>physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;</p> <p>(g) "Contractor's Personnel" is as defined in Sub-Clause 1 (ii) of the General Conditions of Contract; and</p> <p>(h) "Employer's personnel" is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.</p> <p>A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.</p>
<p>2. Source of Funds</p>	<p>2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has received or has 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, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.</p>
	<p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>
<p>3. Fraud and Corruption</p>	<p>3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award),</p>

	and to have them audited by auditors appointed by the Bank.
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless specified in the BDS, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place specified in BDS so as to be legally valid and binding on members.</p>
	<p>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:</p> <ul style="list-style-type: none"> (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) 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 (f) 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; (g) would be providing goods, works, or non-consulting

	<p>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;</p> <p>(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.</p>
	<p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.</p>
	<p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.</p>
	<p>4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank</p>

	shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
	4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
	4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
	4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree. 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
5. Eligible Materials, 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	<p>6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p style="padding-left: 40px;">PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption <p style="padding-left: 40px;">PART 2 Works' Requirements</p> <ul style="list-style-type: none"> • Section VII - Works' Requirements <p style="padding-left: 40px;">PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VIII - General Conditions of Contract (GCC) • Section IX - Particular Conditions of Contract (PCC) • Section X - Contract Forms
	6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
	6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
7. Clarification of	7.1 The electronic bidding system specified in the BDS provides

<p>Bidding Document, Site Visit, Pre-Bid Meeting</p>	<p>for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Employer online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.</p>
	<p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>
	<p>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.</p>
	<p>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.</p>
	<p>7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.</p>
	<p>7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the</p>

	<p>source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
8. Amendment of Bidding Document	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.</p>
	<p>8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. The addenda will appear on the e-procurement system under "Latest Corrigendum", and Email notification is also automatically sent to those bidders who have started working on the tender, unless otherwise specified in the BDS. The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.</p>
	<p>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.</p>
<p>C. Preparation of Bids</p>	
9. Cost of Bidding	<p>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.</p>
10. Language of Bid	<p>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.</p>
11. Documents	<p>11.1 The Bid shall comprise two Parts, namely the Technical Part</p>

Comprising the Bid	<p>and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>11.2 The Technical Part shall contain the following:</p> <ul style="list-style-type: none">(a) Letter of Bid – Technical Part prepared in accordance with ITB 12 and ITB 14;(b) Bid Security or Bid-Securing Declaration in accordance with ITB 19.1;(c) Alternative Bid – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;(d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;(e) Bidder’s Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;(f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;(g) Conformity: a technical proposal in accordance with ITB 16;(h) Construction methodology as detailed in Para 1.1 of Section III Evaluation Criteria;(i) Contractor Registration certificate (as per RFB); and(j) any other document required in the BDS. <p>11.3 The Financial Part shall contain the following:</p> <ul style="list-style-type: none">(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;(b) Completed Schedules including priced Bill of Quantities in accordance with ITB 12 and ITB 14, as specified in BDS;(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13; and
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	<p>(d) any other document required in the BDS.</p> <p>11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>11.5 In addition to the requirements under ITB 11.2, 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.</p> <p>11.6 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p>12. Process of Bid Submission</p>	<p>12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, Schedules including Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.</p> <p>12.2 Entire Bid including the Letters of Bid, Schedules and filled-up Bill of Quantities shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB Clauses 11 and 12.3 should also be uploaded on this website.</p> <p>12.3 Submission of Original Documents: The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be</p>

	submitted.
13. Alternative Bids	13.1 Unless otherwise specified in the BDS , alternative Bids shall not be considered.
	13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
	13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
	13.4 When specified in the BDS , Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid –Financial Part and in the Schedules including Bill of Quantities shall conform to the requirements specified below.
	14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV - Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Corrections if any, in the bid can be carried out by editing the information before electronic submission on e-procurement portal.
	14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid,

	excluding any discounts offered.
	14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.
	14.5 Unless otherwise specified in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
	14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder. 14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil. To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Contractor

	<p>when in need and duly certified by the Project Manager.</p> <p>No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.</p> <p>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.</p> <p>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.</p>
15. Currencies of Bid and Payment	15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
17. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p>
18. Period of Validity of Bids	18.1 Bids shall remain valid for 90 days or for the Bid Validity period specified in the BDS . The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer

	as nonresponsive.
	18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for forty-five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
	18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
	<ul style="list-style-type: none"> (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS; (b) in the case of adjustable price contracts, no adjustment shall be made; or (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
19. Bid Security	19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS , in original form and, in the case of a Bid security, for the amount specified in the BDS .
	19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
	19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: <ul style="list-style-type: none"> (a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India; (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India; (c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India;

	<p>(d) another security specified in the BDS,</p> <p>In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p>
	<p>19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration shall be rejected by the Employer as non-responsive.</p>
	<p>19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.</p>
	<p>19.6 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 and Social (ES) Performance Security.</p>
	<p>19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or (c) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 49; or (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50.

	<p>19.8 The Bid Security or the Bid-Securing Declaration 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 or the Bid-Securing Declaration 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.</p>
	<p>19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid or any extended date provided by the Bidder; or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 49; or furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50; <p style="padding-left: 40px;">the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare the Bid as per details given in ITB 21.</p>
	<p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.</p>
	<p>20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.</p>
	<p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.</p> <p>20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p>

D. Online Submission and Opening of Bids

<p>21. Preparation of Bids</p>	<p>21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.</p>
	<p>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.</p>
	<p>21.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.</p>
	<p>21.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.</p>
<p>22. Deadline for Submission of Bids</p>	<p>22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time specified in the BDS.</p>
	<p>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</p>

	shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
24. Withdrawal, Substitution, and Modification of Bids	24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).
	24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.
	24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.7.
E. Public Opening of Technical Parts of Bids	
25. Public Opening of Technical Parts of Bids	25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date, time and place specified in the BDS , in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidders' names, the presence or absence of a Bid Security or Bid Securing Declaration, if one was required, alternative bids – technical parts, if any, and such other details as the Employer may consider appropriate will be notified, online by the

	<p>Employer at the time of bid opening.</p> <p>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.</p> <p>25.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and technical parts of Alternative Bids if any, that are opened at technical Bid opening shall be considered further for evaluation.</p>
<p>F. Evaluation of Bids – General Provisions</p>	
<p>26. Confidentiality</p>	<p>26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45. In cases where ITB 45 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 47.</p>
	<p>26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p>
	<p>26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.</p>
<p>27. Clarification of Bids</p>	<p>27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.</p>

	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: <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the bidding document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
29. Nonmaterial Nonconformities	29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.
	29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified in the BDS.
G. Evaluation of Technical Parts of Bids	
30. Evaluation of Technical Parts	30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31. Determination of Responsiveness	31.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. 31.2 A substantially responsive Bid is one that meets the

	<p>requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would:</p> <p style="padding-left: 40px;">(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> <p style="padding-left: 40px;">(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</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
	<p>31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.</p>
	<p>31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>32. Qualification of the Bidder</p>	<p>32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.</p>
	<p>32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>

	32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
33. Subcontractors	<p>33.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.</p> <p>33.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the BDS as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.</p> <p>33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.</p>
H. Public Opening of Financial Parts of Bids	
34. Public Opening of Financial Parts	34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
	<p>(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;</p> <p>(b) their Financial Part of Bid shall not be opened; and</p> <p>(c) notify them of the date, time, and location for public opening of Financial Parts of the Bids.</p>
	<p>34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:</p> <p>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;</p>

	<p>(b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and</p> <p>(c) notify them of the date, time and location for public opening of the Financial Parts of the Bids, as specified in the BDS.</p>
	<p>34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.</p> <p>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.</p>
	<p>34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, and discounts that are opened at Bid opening shall be considered further for evaluation.</p>
I. Evaluation of Financial Parts of Bids	
35. Evaluation of Financial Parts	<p>35.1 To evaluate the Financial Part, the Employer shall consider the following:</p>
	<p>(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Daywork¹ items, where priced competitively;</p>
	<p>(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;</p>

¹ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

	(c) price adjustment due to discounts offered in accordance with ITB 14.4;
	(d) Not used;
	(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
	(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
	35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria
36. Correction of Arithmetical Errors	36.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis: <ul style="list-style-type: none"> (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.7.
37. Conversion to Single Currency	37.1 Not used.
38. Margin of	38.1 Not applicable.

Preference	
39. Comparison of Financial Parts	39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
40. Abnormally Low Bids	<p>40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.</p>
41. Unbalanced or Front-Loaded Bids	<p>41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front-loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses (with breakdown of unit rates) to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.</p> <p>41.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate:</p> <ul style="list-style-type: none"> (a) accept the Bid without any additional Performance Security; or (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the Contract Price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or (c) reject the Bid if the risk cannot be mitigated through

	additional performance security.
42. Most Advantageous Bid	<p>42.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:</p> <p>(a) substantially responsive to the bidding document; and</p> <p>(b) the lowest evaluated cost.</p>
43. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	<p>43.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.</p>
44. Standstill Period	<p>44.1 Standstill Period shall not apply.</p> <p><i>[Note 1: where it is proposed to permit Standstill Period, incorporate all changes as indicated in Attachment 1 at the end of this document.</i></p> <p><i>Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank].</i></p>
45. Notice of Intention to Award	<p>45.1 Not used.</p>
J. Award of Contract	
46. Award Criteria	<p>46.1 Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42.</p>
47. Notification of Award	<p>47.1 Prior to the expiration of the Bid Validity Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the</p>

	<p>Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
	47.3 The Contract Award Notice shall be published on a National website (GoI website http://tenders.gov.in or GoI Central Public Procurement Portal https://eprocure.gov.in/cppp/) or on the Employer's website, and on the e-procurement system.
	47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
48. Debriefing by the Employer	48.1 Not used.
49. Signing of Contract	49.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
	49.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB Clause 50 and revised construction methodology; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.
50. Performance	50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall

Security	furnish the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms. The performance security and if required in the BDS, the Environmental and Social (ES) Performance Security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
	<p>50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.</p> <p>50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.</p>
51. Adjudicator	51.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at the daily fee specified in the BDS , plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The Employer is: Flood and River Erosion Management Agency of Assam (FREMAA)</p> <p>The reference number of the Request for Bids (RFB) is: FREMAA_CW7_INTERIOR_LGSF</p> <p>The name of the RFB is: <i>Procurement of Interior Works Light Gauge Steel Frame Structure (LGSF) at Assam Water Centre</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: Not applicable</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	<p>The Borrower is: Government of India. The sub-Borrower is Government of Assam</p> <p>Loan or Financing Agreement amount: USD 108M (World Bank Share)</p> <p>The name of the Project is: ASSAM INTEGRATED RIVER BASIN MANAGEMENT PROGRAM (AIRBMP)</p>
ITB 4.1	JV Not Applicable
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
ITB 4.7	
B. Contents of Bidding Document	
ITB 7.1	<p>Electronic – Procurement System</p> <p>https://assamtenders.gov.in/</p> <p>Requests for clarifications should be received by the Employer via the e-tendering portal no later than 14 days prior to the deadline for submission of bids.</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place on: 26-03-2024 at 14:00 Hours.</p> <p>The Pre-Bid meeting will also be connected virtually through live video</p>

	<p>conference, for which the electronic connection link will be sent through email by the Employer – one (1) calendar days before the meeting.</p> <p>For obtaining the electronic connection link, the participating bidders must submit a request through e-mail at least 2(two) calendar days before the scheduled date of pre-bid meeting to the Employer at the mail ID given below: ceo-fremaa@assam.gov.in</p> <p>A site visit conducted by the Employer “shall not be” organized. The bidder has to visit the site at his/her own cost before the last date of bid submission. A certificate of site visit obtained from the authority should be enclosed with the technical bid against this RFB.</p>
ITB 8.2	<p>Any addendum/ corrigendum issued shall be part of the bidding document and shall be communicated to all the bidders via the e tender portal. The Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the e tender portal for the latest information related to this bid.</p>
C. Preparation of Bids	
ITB 11.2 (b)	<p>Scanned copy of the original Bid Security shall be submitted/uploaded with the Technical Part of Bid for each contract for which the Bidder submits its bid. Original Bid Security shall be submitted in the manner specified in ITB 12.3.</p>
ITB 11.2 (c)	Not permissible
ITB 11.3 (c)	Not permissible
ITB 11.2 (j)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>(i) Contractor Registration certificate as per RFB.</p> <p>(ii) Code of Conduct for Contractor’s Personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to consider specific Contract issues/risks.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks:</p> <p>The Bidder shall follow the Health, Safety and Environmental Management Plans (HS & EM) as detailed in Section VII of this RFB to manage the following key Environmental risks:</p> <ul style="list-style-type: none"> • Licensing Requirement • Workforce management plan under COVID 19 considerations

	<ul style="list-style-type: none"> • Labour Camp Management Plan • Resource Planning (water, raw materials, electrical wiring, temporary storage, transportation etc.) • Pollution Prevention Plan • Occupation Health & Safety and Emergency Management Plan • Code of Conduct
ITB 11.3 (b)	The following schedules shall be submitted with the bid: <i>Not Applicable</i>
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Bid: <i>Not Applicable</i>
ITB 12	<p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p> <p>Note: No Hard Copies shall be entertained</p>
ITB 12.3	<p>The bidders are required to separately submit (a) original bid security and (b) original affidavit regarding correctness of information furnished with bid either by registered/speed post/courier or by hand so as to reach the office of the Employer given below before the bid submission deadline, failing which the bids will be declared non-responsive and will not be opened.</p> <p>For submission of original documents, the Employer's address is:</p> <p>Attention: Chief Executive Officer,</p> <p>Flood and River Erosion Management Agency (FREMAA) at 4th Floor, Assam Water Center</p> <p>Street Address: Kundil Nagar, Basistha</p> <p>City: Guwahati</p> <p>PIN/Postal Code: 781029</p> <p>Country: INDIA</p>
ITB 13.1	Alternative Bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.3	Not Applicable
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
ITB 14.2	Not Applicable
ITB 14.4	Not applicable

ITB 14.5	Not Applicable				
ITB 18.1	The Bid validity period shall be 120 days.				
ITB 18.3 (a)	Not applicable				
ITB 19.1	<p>A bid security shall be required. The bidder shall submit a Bid security of the amount(s) specified below for which bid is submitted as part of the Technical Bid.</p> <table border="1"> <thead> <tr> <th>Name of Package</th> <th>Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td>“Procurement of Interior Works Light Gauge Steel Frame Structure (LGSF) at Assam Water Centre”</td> <td>INR 1.5 Lakhs</td> </tr> </tbody> </table>	Name of Package	Bid Security Amount	“Procurement of Interior Works Light Gauge Steel Frame Structure (LGSF) at Assam Water Centre”	INR 1.5 Lakhs
Name of Package	Bid Security Amount				
“Procurement of Interior Works Light Gauge Steel Frame Structure (LGSF) at Assam Water Centre”	INR 1.5 Lakhs				
ITB 19.3 (d)	<p>Other types of acceptable securities are: Fixed Deposit/ Time Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher value is acceptable provided it is pledged in favour of the Employer, and such pledging has been noted and suitably endorsed by the bank issuing the certificate. Bid Security may be submitted through RTGS/NEFT also as per the provisions of the e-procurement portal.</p>				
ITB 19.9	Deleted				
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</p> <p>(b) 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.</p>				
D. Online Submission and Opening of Bids					
ITB 21.1	The Class of DSC required is Class III of DSC . For details of registration and uploading of bids, bidders are requested to visit the website www.assamtenders.gov.in				
ITB 22.1	<p>The deadline for uploading the Bids is: Date: 19 -04-2024 Time:14:00 Hours</p>				
ITB 22.2	No print media advertisement will be given for extension of the deadline for the submission of Bids. The bidders are advised to check the e tender portal for any such addendum/ corrigendum to the bidding document.				
ITB 24.1	If the bid submitted on the e portal is withdrawn, re-submission of the bid is not allowed in the e portal (www.assamtenders.gov.in) even before the closing date and time of bid submission				

E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The online Bid opening of Technical Parts of Bids shall take place at: Conference hall of FREMAA, 4th Floor, Assam Water Center Street Address: Kundil Nagar, Basistha City: Guwahati PIN/Postal Code: 781029 Country: INDIA Date: 19 -04-2024 Time: 16:00 Hours</p> <p>The Technical Part opening meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent through email by the Employer at least one (1) calendar days before the Technical Part opening. For obtaining the electronic connection link, the participating bidders must submit a request through e-mail to the Employer at the mail ID: ceo-fremaa@assam.gov.in</p> <p>Please also refer to BDS under ITB 12.3 regarding submission of original documents.</p>
F. Evaluation of Bids – General Provisions	
ITB 29.3	<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>
G. Evaluation of Bids – Technical Parts	
ITB 33.1	<p>At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance</p>
ITB 33.2	<p><i>Not Applicable</i></p>
ITB 33.3	<p>Sub-Contracting is allowed up to 25% of the estimated value</p>
H. Public Opening of Financial Parts	
ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and location of the public opening of Financial Parts via the Assam tenders Portal (www.assamtenders.gov.in) and also through e-mail.</p> <p>The online bid opening of Financial Parts of Bids shall take place at: Flood and River Erosion Management Agency of Assam (FREMAA),</p>

	<p>4th Floor, Assam Water Center Street Address: Kundil Nagar, Basistha City: Guwahati PIN/Postal Code: 781029 Country: INDIA</p> <p>The Financial Part opening meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent through email by the Employer well before the Opening Meeting to all the Bidders - while notifying the date, time, and location of the public opening as mentioned above.</p>
I. Evaluation of Bids – Financial Parts	
ITB 40.2	Provisions related to Abnormally Low Bids do not apply.
J. Award of Contract	
ITB 51	<p>The Adjudicator proposed by the Employer is: Pradipta Pran Changkakati</p> <p>The daily fee for this proposed Adjudicator shall be: Rs 20,000.00 per day of effective hearing plus reimbursable expenses (actual boarding, lodging, travel, and other incidental expenses). The biographical data (CV) of the proposed Adjudicator is attached below as Appendix to the BDS.</p>

Appendix to BDS

Curriculum Vitae of the Adjudicator proposed by Employer

Pradipta Pran Changkakati 29, PB Road, Rehabari, Guwahati- 8

DOB: 23 February, 1957 Mobile: 9957183521; e-mail: pradipta_chang@hotmail.com

Shri Pradipta Pran Changkakati graduated from College of Agricultural Engineering & Technology, Punjab Agricultural University in 1978 and joined the Assam Flood Control Department as an Assistant Engineer in 1979. Later he went on deputation for higher studies to the Water Resources Development Training Centre (WRDTC), University of Roorkee (now IITRoorkee) for Post Graduate Diploma in Water Management and obtained his ME degree in Water Use Management [ME (WUM)] in the year 1987. While serving the Government of Assam in the Flood Control Department (now Flood and River Erosion Management Agency of Assam) he went on deputation on foreign service to a number of organisations and institutions in various capacities. He served as Assistant Engineer (Planning & Design) and SDO in Brahmaputra Board during 1983 – 85 and was involved in preparation of DPR for Dihang and Subansiri Mega Dam Projects including River Basin Master Plans for Brahmaputra-Barak and its tributaries. He served as Scientist – B in WRDTC, University of Roorkee during 1987 – 1990 working with eminent WR Professionals like Dr A S Chawla, Prof G Yoganarasimhan and Prof Nayan Sharma. He was involved in research and training on irrigation management (particularly gaming simulations in irrigation management) and has research publications in his name. During his stay in Roorkee he was actively associated with Indian Society of Water Resources (IWRS) which had its headquarters in WRDTC, Roorkee. With the creation of North Eastern Regional Institute of Water and Land Management (NERIWALM) in 1989 by the North East Council (NEC), Shri Changkakati joined the institute as an Associate Professor and Deputy Director in 1990 where he served till 1994. During his tenure in NERIWALM he played a pioneering role in setting up of the institute and conducting various research and training programmes in Water Resources Management. Subsequently he reverted back to his parent department in 1994 and rose to the position of Chief Executive officer in 2015 finally occupying the post of Secretary to the Government of Assam in the Flood and River Erosion Management Agency of Assam till he retired in February, 2017. During his tenure as Deputy Secretary, Chief Executive officer and Secretary, WRD, Assam he was instrumental in setting up the Flood and Erosion Management Agency of Assam (FREMAA) (an ADB assisted project), Assam Water Research and Management Institute (AWRMI) and Assam Water Mission. On his retirement from Government service, the Government of Assam appointed him as Mission Director, Assam Water Mission, position which he held till May, 2018. He was then appointed as Member (Technical) of Assam Administrative Tribunal, completing his term on 22nd February, 2022 on attaining 65 years Shri Changkakati has a number of technical publications in his name and is member of number of professional bodies including IWRS, ISAE and IAHR. He is actively associated with the Institution of Engineers (India), Assam State Centre. He is also a member of the Steering Committee of the Gauhati University for Centre for Brahmaputra Studies (CBS) supported by the DoNER Ministry, Government of India

Section III - Evaluation and Qualification Criteria

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include

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

For this purpose, the Bidder should also submit:

A detailed note outlining its proposed methodology and program of construction 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 period of completion as per milestones under Section VII of this bidding document.

Bidders to Note that: Bidders are also requested to quote the Comprehensive Annual Maintenance rate of the HVAC system including all spare parts and consumables excluding repairing work for ducting system for a period of 5 years (after initial warranty of one year) as estimated from Original Equipment Manufacturer or authorized dealer of OEM in Guwahati in its financial proposal. **The same will be included during evaluation of total financial quote for the technically responsive bidders.**

A separate agreement will be executed with the OEM or authorized dealer of OEM after initial warranty of one year with the contractor. The service level agreement (SLA) as per GeM rules will be executed initially for a period of one year to be renewed on yearly basis at the quoted rate for a period of 5 years subject to the satisfactory performance of the services

1.2 Alternative Technical Solutions for specified parts of Works (ITB 13.4) – Not Applicable

1.3 Specialized Subcontractors: Not Applicable

If permitted under ITB 33, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder

2.1 Qualification Criteria

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing	Non-performance of a contract did	Must meet requirement ^{7 & 8}	N/A	N/A	N/A	Form CON-2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Contracts	not occur as a result of contractor default since 1 st January 2006					
2.2	Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period	Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	N/A	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/ arbitral award decisions against the Bidder since 1 st January 2016	Must meet requirement	N/A	N/A	N/A	Form CON – 2
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available,	Must meet requirement	N/A	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		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 Rs. 1 Crore for the subject contract(s) net of the Bidder's other commitments					
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the	Must meet requirement	N/A	N/A	N/A	

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Employer, for the last five years(FY2018-19,2019-20,2020-21,2021-22,2022-23) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Rs 3 Crores (Rupees Three Crores only) calculated as total certified payments received for contracts in progress and/or completed within the last five financial years(FY2018-19,2019-20,2020-21,2021-22,2022-23), divided by five years.	Must meet requirement	N/A	N/A	N/A	Form FIN – 3.2
4. Experience							
4.1	General	Experience	Must meet	N/A	N/A	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
(a)	Construction Experience	under construction contracts (indicate details of acceptable similar works) in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last five years, starting 1 st January 2018	requirement				
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of <i>One</i> similar contract for minimum value of INR 1.2 Crores or two contracts of INR 75 Lakhs specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member ¹ , management contractor or sub-contractor ²	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a)

¹ 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

² 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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<p>between 1st January 2018 and bid submission deadline:</p> <p><i>The</i> similarity of the contracts shall be based on the following:</p> <p>Contract of similar nature include interior works of supply & installation of electrical fittings and , furniture, HVAC (VRF system), Wooden Flooring Installation , Ceiling Painting Work workstation etc. in a Building. The bidder shall have experience of supply & installation of at least 25TR HVAC(VRF) in the similar nature of contracts executed.</p>					
		(i) A minimum number of <i>One</i> similar contract for	Must Meet Requirement	N/A	N/A	N/A	Form EXP 4.2(a)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		minimum 750 Sqm of seamless interior works in a single floor that have been satisfactorily completed as a prime contractor, joint venture member, management contractor or sub-contractor ³ between 1st January 2018 and bid submission deadline:					
4.2 (d)	<p>Bid Capacity:</p> <p>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:</p> <p>Assessed Available bid capacity = $(A*N*1.15-B)$</p> <p>Where,</p> <p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year at the rate of 5% per year), taking into account the completed as well as works in progress).</p> <p>N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).</p> <p>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.</p>						

³ 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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		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.					
4.3		The OEM or authorized OEM of HVAC should have physical office in Guwahati with availability of service personals, spares and consumables					
4.5		The bidder should visit the site to understand the site condition before submission of the tender. A certificate of site visit obtained from the authority shall be enclosed with the technical bid documents. (The format of site visit certificate is enclosed in the technical part of this bidding document)					

Personnel

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

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

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

Key Personnel

Item No.	Position/ specialization	Position	Relevant academic qualifications and minimum years of relevant work experience
1	Contractor's Representative	1	Any Graduate/Post Graduation

The Bidder must not have in his employment:

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

- a) Flood and River Erosion Management Agency of Assam
- (b) FREMAA
- (c) PWD

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

4. Equipment

The Bidder must demonstrate that it will have access to the (owned/leased/rented) key Contractor's equipment listed hereafter for which it submits the bid:

No.	Equipment Type and Characteristics	Minimum Number required
1	Power Tools: Drills Screwdrivers Circular saws Jigsaws Sanders (orbital, belt, etc.) Nail guns Staple guns	5(sets)
2	Hand Tools: Hammers Screwdrivers (manual) Chisels Utility knives Measuring tapes Levels Pliers Wrenches	5(sets)
3	Painting Equipment: Paintbrushes (various sizes and types) Paint rollers (with trays) Paint sprayers	2 nos
4	HVAC Equipment: Ductwork tools (cutters, crimpers, etc.)	2(sets)

	HVAC gauges Refrigerant recovery machines Vacuum pumps Brazing equipment HVAC testing instruments (thermometers, humidity meters, etc.)	
5	Portable Generator:	1

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

Section IV - Bidding Forms

Table of Forms

Letter of Bid – Technical Part	59
Technical Proposal	62
Technical Proposal Forms	62
Appendix to Technical Part: Personnel	63
Forms for Personnel:	63
Appendix to Technical Part	65
Appendix to Technical Part: Equipment	67
Forms for Equipment	67
Appendix to Technical Part	69
Site Organization & Site Visit Certification	69
Appendix to Technical Part	70
Method Statement	70
Appendix to Technical Part	71
Mobilization Schedule	71
Appendix to Technical Part	72
Construction Schedule	72
<i>[insert Construction Schedule]</i>	72
Appendix to Technical Part	73
Environmental and Social, Health Management Strategies and Implementation Plans:	73
Appendix to Technical Part	79
Sub-Contracting: APPLICABLE	79
Appendix to Technical Part	80
Others	80
Appendix to Technical Part	81
Bidder’s Qualification	81
Appendix to Technical Part	82
Form ELI -1.1: Bidder Information Form	82
Appendix to Technical Part	83
Form ELI -1.2: Information Form for JV Bidders: Not Applicable	83
Appendix to Technical Part	86
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History	86
<i>[to be completed for the Bidder and for each member of a Joint Venture]</i>	86
Appendix to Technical Part	91
Form CCC: Current Contract Commitments / Works in Progress	91
Appendix to Technical Part	93

Form FIN – 3.1: Financial Situation and Performance	93
Appendix to Technical Part	95
Form FIN - 3.2: Average Annual Construction Turnover	95
Appendix to Technical Part	97
Form FIN - 3.3: Financial Resources	97
Appendix to Technical Part	99
Form EXP - 4.1: General Construction Experience	99
<i>[The following table shall be filled in for the Bidder and for each member of a Joint Venture]</i>	99
Appendix to Technical Part	100
Form EXP - 4.2(a): Specific Construction and Contract Management Experience	100
Appendix to Technical Part	102
Form EXP - 4.2(b): Construction Experience in Key Activities	102
Appendix to Technical Part	109
Form of Bid-Securing Declaration: Not Applicable	109

Letter of Bid – Technical Part

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

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

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

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

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

Alternative No⁴.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (e) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified

⁴ Delete if not applicable

in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security [*and an Environmental and Social (ES) Performance Security, Delete if not applicable*] in accordance with the bidding document;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6⁵;
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (m) **Adjudicator:** We accept the appointment of [*insert name proposed in Bid Data Sheet*] as the Adjudicator.

[or]

We do not accept the appointment of [*insert name proposed in Bid Data Sheet*] as the Adjudicator, and propose instead that [*insert name*] be appointed⁶ as Adjudicator, whose daily fees and biographical data are attached.

⁵ Use one of the two options as appropriate

⁶ In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 51, the replacement should also be proposed from the list of same institution.

Name of the 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

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization and Site Visit Certificate**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel (ES)**
- **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**
- **Bidder's Qualification**
- **Form of Bid Security - Bank Guarantee**
- **Form of Bid-Securing Declaration**

Appendix to Technical Part: Personnel

Forms for Personnel:

Form PER – 1: Key Personnel Schedule

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

Key Personnel

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

	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: Sexual Exploitation, Abuse and Harassment Expert	
	<i>[Where Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Appendix to Technical Part

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder

Position [#1]: [title of position from Form PER-1]											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency:<i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone:</td> <td style="padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

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

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

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) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix to Technical Part: Equipment

Forms for Equipment

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

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

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

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



Appendix to Technical Part
Site Organization & Site Visit Certification
[insert Site Organization information]

SITE VISIT CERTIFICATE

Tender Ref. No.....

I, M/s....., having our registered office
at

have visited the site of the proposed work,

on A geo-tagged photo is enclosed in this regard showing my
visit to the site.

Signature of site visitor.....

Name:

Verified by: Chief Technical Officer, FREMAA

Appendix to Technical Part

Method Statement

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction), 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 period of completion as per milestones]

Appendix to Technical Part

Mobilization Schedule

[insert Mobilization Schedule]

In accordance with the Particular Conditions, Sub-Clause 16.2, the Contractor shall not carry out mobilization to Site unless the Project manager gives consent that appropriate measures are in place to address environmental impacts, which as a minimum shall include applying the Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

Appendix to Technical Part

Construction Schedule

[insert Construction Schedule]

The construction schedule shall include the following key milestone - No-objection to the Code of Conduct for Contractor's Personnel

Appendix to Technical Part

**Environmental and Social, Health Management Strategies and
Implementation Plans:**

(ES-MSIP)

The Bidder shall submit an **undertaking** of compliance of **Health, Safety and Environmental Management Plans (EMP)** as required by ITB 11.2 (j) of the Bid Data Sheet. The Environmental and Management Plans (EMP) is attached as Annexure-A to the Section VII of this bidding document.

Format of Undertaking

Tender Ref. No.....

Name of Work:.....

Sir,

I, Mr/Mrs.....authorised representative (having power of attorney) of(Name of bidder) confirm the compliance of Health, Safety and Environmental Management Plan attached as Annexure-A to the Section VII of this bidding document our bid is successful for award of contract.

Name: (authorised representative)

..... (Seal & Signature)

Appendix to Technical Part

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

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding document.

Note to the Bidder:

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

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

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

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Others

Appendix to Technical Part
Sub-Contracting: APPLICABLE

SCHEDULE OF SUBCONTRACTORS

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

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

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

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

Appendix to Technical Part
Others

Appendix to Technical Part

Bidder's Qualification

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

Appendix to Technical Part

Form ELI -1.1: Bidder Information Form

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

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

Appendix to Technical Part
Form ELI -1.2: Information Form for JV Bidders: Not
Applicable

(Where permitted as per BDS ITB 4.1)
 (to be completed for each member of Joint Venture)

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

JV Information
Bidder's Joint Venture legal name:
JV member's legal name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. 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 firm or JV named in above, in accordance with ITB 20. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Form ELI -1.2 A

Specialized Subcontractor's Information Form:

(to be completed for each Specialized Subcontractor)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's legal name:

Specialized Subcontractor's legal name:

Specialized Subcontractor's country of registration:

Specialized Subcontractor's year of constitution:

Specialized Subcontractor's legal address in country of constitution:

Specialized Subcontractor's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

Attached are copies of original documents of

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

Appendix to Technical Part

DETAILS OF PARTICIPATION IN THE JOINT VENTURE: NOT APPLICABLE

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.

Appendix to Technical Part

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

[to be completed for the Bidder and for each member of a Joint Venture]

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Rs.)
Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<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, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (Rs.)	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount]</i>	<p>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></p> <p>Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount]</i>	<p>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></p> <p>Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i></p>	<i>[insert amount]</i>
<p>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</p>			
<p><input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.</p> <p><input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.</p>			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CON – 3: Environmental and Social (ES) Performance Declaration: Not Applicable

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

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

Joint Venture Member's or Specialized Subcontractor's Name: _____ *[insert full name]*
RFB No. and title: _____ *[insert RFB number and title]*
Page _____ *[insert page number]* of _____ *[insert page number]* pages

Environmental and Social 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 or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse 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 ES 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 gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

Appendix to Technical Part

Form CCC: Current Contract Commitments / Works in Progress

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

(A) Existing commitments and on-going works:

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

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

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

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

Appendix to Technical Part

Form FIN – 3.1: Financial Situation and Performance

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (Rs.)	Historic information for previous _____ years, (amount in Rs.)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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

2. Sources of Finance

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

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

3. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation. In case of Indian bidders, the financial statements shall be audited by a certified chartered accountant.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ (balance sheets, including all related notes, and income statements) for the _____ years required above; and complying with the requirements

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

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

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

Bidder's Legal Name: _____
 Date: _____
 Joint Venture Member's Legal Name _____
 RFB No. and title: _____
 Page _____ of _____ pages

Annual turnover data (construction only)	
Year	Amount in Rs.
<i>[indicate year]</i>	<i>[insert amount]</i>
Average Annual Construction Turnover *	

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

Appendix to Technical Part

JOINT VENTURE: Not Applicable

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 Rs. *)							
Member	Form 3.2 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**

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).

Appendix to Technical Part
Form FIN - 3.3: Financial Resources

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

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

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

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

Clause 3.1(ii) of Section III – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

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

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

-- Sd. --

Name of Bank Manager

Manager

Senior Bank

Address of the Bank

*** Change the text as follows for Joint venture: Not applicable**

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.]

Appendix to Technical Part

Form EXP - 4.1: General Construction Experience

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Appendix to Technical Part

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

[The following table shall be filled in for contracts performed by the Bidder]

Bidder's Legal Name: _____
Date: _____

Joint Venture Member's Legal Name _____
RFB No. and title: _____
Page _____ of _____ pages

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

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

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

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

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

Appendix to Technical Part

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

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

RFB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	Rs.			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year in the last 5 years	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				

³ If applicable.

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

2. Activity No. Two

3.

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

⁴ Attach certificate from the Engineer-in-charge

Appendix to Technical Part

Form EXP - 4.2(c)

Specific Experience in Managing ES aspects: Not Applicable

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c): _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			Rs.	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

...

Appendix to Technical Part

Form.....

(Name of the Project)

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

(Bidder's Name and Address)

To:

.....

(Name of the Employer & address)

Dear Sir:

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

Certificate for Import/Procurement of Goods/Construction Equipment
Government Order/Circular Number under which tax/duty Exemption is being
sought: ...

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

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

-
4. We agree that no modification to the above list is permitted after bids are opened.
 5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us along with the bid.
 6. We confirm that the above goods and construction equipment will be exclusively used for the construction of the above work and the construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(Printed

Name) _____

(Designation) _____

(Common Seal)

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

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

Appendix to Technical Part: Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No.....[insert guarantee reference number]

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

WHEREAS, _____ [name of Bidder]⁵ (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for the construction of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No.....[insert number] (hereinafter called "the RFB")

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 _____⁶ 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 Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, or any extended date provided by the Applicant ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

Or

(2) If the Applicant 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 and Social (ES) Performance Security, in accordance with the Instruction to Bidders.

⁵ Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

⁶ The Applicant 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 up to 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 up to and including the date _____
7 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.

⁷ 45 days after the end of the validity period of the Bid.

Appendix to Technical Part

Form of Bid-Securing Declaration: Not Applicable

Date: *[insert date (as day, month and year)]*
 RFB No.: *[insert number of Bidding process]*
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have not accepted the correction of the Bid Price pursuant to ITB 36; or
- (b) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

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

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 *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

Letter of Bid - Financial Part

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

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

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

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

Request for Bid No.: *[insert identification]*

Alternative No.⁸: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

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

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in Rs. in words and figures];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in Rs. in words and figures]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in Rs. words and figures];

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

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

⁸ Delete if not applicable

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

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 a 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. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part: Schedules Sub-contracting: Not Applicable

SCHEDULE OF SUBCONTRACTORS

[Note: Entries in this Schedule shall be the same as included in the same Schedule in the technical part of the bid, except for the column on 'Approximate value of subcontract' added in the table below]

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

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

The capability of the subcontractor 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 subcontracted; but subcontracting specialized elements of works is acceptable).

Appendix to Financial Part: Schedules

Bill of Quantities

The Bill of Quantities as detailed below are attached for understanding of the bidders only. Bidders are requested to upload in the financial folder of the e procurement portal only. Submission of any financial quote in the technical bid, the bid will be summarily rejected.

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder inclusive of taxes in Rs. P	TOTAL AMOUNT inclusive of Taxes in Rs. P
1	2	4	5	13	53
1	Civil Works				
1.01	25 mm wooden planking, tongued and grooved in flooring, including fixing with iron screws complete with: Second class teak wood	863.340	Sq m		0.00
1.02	Providing and applying white cement-based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete: 1.5 mm thk	759.740	Sq m		0.00
1.03	INTERNAL PAINTING (PLASTIC PAINT): Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade: Two or more coats on new work	759.740	Sq m		0.00
2	Supply, installing and commissioning of Furniture Items				

2.01	<p>NEO 50 LINEAR WORKSTATION AS PER LAYOUT MAIN TABLE Size: 1350W X 600D X 750HT TABLE TOP AND 1200 HT PARTITIONS</p> <p><u>Specification:</u> Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC. Main & End Partition: 50mm thk with Glass marker tile and Fabric Magnetic tile above table top and Laminate Tile below Table Top. Support: Collaborate Loop Legs. Wire Management: Raceway provided below table top for Power and Skirting Level for Data. 65mm dia grommet hole for wire access.</p>	6.00 0	No.		0.00
2.02	<p>LINEAR & L SHAPED WORKSTATIONS AS PER LAYOUT</p> <p><u>Specification:</u> Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC. Support: Collaborate Loop Legs. Wire Management: The Raceways are provided below the work surface for carrying wires from one end to other end of the cluster, Size offered is 250mm Ht, Thickness 70mm. Provided with separator for data and power cables. Designed to accommodate 50-60 CAT-6 cables. With vertical wire entry cover & 65mm dia grommet hole for wire access.</p>		No.		

2.021	A .LINEAR MAIN TABLE SIZE : 1200W X 600D X 750HT	16.0 00	No.		0.00
2.022	B. LINEAR MAIN TABLE SIZE : 1350W X 600D X 750HT	3.00 0	No.		0.00
2.03	<p>LINEAR WORKSTATION AS PER LAYOUT <u>Specification:</u></p> <p>Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.</p> <p>Intermediate & End Screens: 8 mm glass screens of 525x300 ht with PC Studs</p> <p>Support : Collaborate Loop Legs.</p> <p>Wire Management : The Raceways are provided below the work surface for carrying wires from one end to other end of the cluster, Size offered is 250mm Ht, Thickness 70mm. Provided with separator for data and power cables. Designed to accommodate 50-60 CAT-6 cables. With vertical wire entry cover & 65mm dia grommet hole for wire access.</p>				
2.031	A. LINEAR MAIN TABLE SIZE: 1500W X 600D X 750HT	5.00 0	No.		0.00
2.031	B. LINEAR MAIN TABLE SIZE: 1650W X 600D X 750HT	10.0 00	No.		0.00

<p>2.04</p>	<p>NEO 50 LINEAR WORKSTATION AS PER LAYOUT MAIN TABLE Size: 1800W X 600D X 750HT TABLE TOP AND 1200HT PARTITIONS</p> <p><u>Specification:</u></p> <p>Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.</p> <p>Main & End Partition: 50mm thk with Glass marker tile and Fabric Magnetic tile above table top and Laminate Tile Below Table Top.</p> <p>Intermediate Screen: 8 mm glass screens of 525x300 ht with PC Studs</p> <p>Support: Collaborate Loop Legs.</p> <p>Wire Management: Raceway provided below table top for Power and Skirting Level for Data. 65mm dia grommet hole for wire access.</p>	<p>10.0 00</p>	<p>No.</p>		<p>0.00</p>
<p>2.05</p>	<p>CURVE LINEAR WORKSTATION AS PER LAYOUT</p> <p><u>Specification:</u></p> <p>Table top : Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.</p> <p>Support : Collaborate Loop Legs. :</p> <p>Wire Management : The Raceways are provided below the work surface for carrying wires from one end to other end of the cluster, Size offered is 250mm Ht, Thickness 70mm. Provided with separator for data and power cables. Designed to accommodate 50-60 CAT-6 cables. With vertical wire entry</p>				

	cover & 65mm dia grommet hole for wire access.				
2.051	A. LINEAR MAIN TABLE SIZE: 1200W X 600D X 750HT	5.00 0	No.		0.00
2.052	B. LINEAR MAIN TABLE SIZE: 1500W X 600D X 750HT	5.00 0	No.		0.00
2.06	<p>Main Table: 1500W X 750D X 750 HT Side Composite Storage: 9300W X 450D X 750 HT</p> <p><u>Specifications:</u> Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC. Partition : 50mm thk with Glass marker tile and Fabric Magnetic tile above table top and Laminate Tile Below Table Top. Support : Collaborate Loop Legs. Modesty Panel: 18mm thick 450mm ht pit modesty panel is considered which is machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.Wire Management: Raceway provided below table top for Power and Skirting Level for Data. 65mm dia grommet hole for wire access.</p>	22.0 00	No.		0.00

2.07	<p>CUBICLE</p> <p>Main Table :1800W X 750D X 750 HT Side Storage :1050W X 450D X 750 HT Back Storage: 1500W X 450D X 750HT (750mm - 2 nos) With Extended top AS PER LAYOUT</p> <p><u>Specifications:</u></p> <p>Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.</p> <p>Partition: 50mm thk with Glass marker tile and Fabric Magnetic tile above table top and Laminate Tile Below Table Top.</p> <p>Support: Collaborate Loop Legs.</p> <p>Modesty Panel: 18mm thick 450mm ht pit modesty panel is considered. Wich is machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.</p> <p>Wire Management: Raceway provided below table top for Power and Skirting Level for Data. 350mm Flip up for wire access.</p>	2.00 0	No.		0.00
2.08	<p>CONFERENCE TABLE</p> <p>Size: 3600W x 1200D x 750HT</p> <p><u>Specification:</u></p> <p>Table top: Made of 25mm thick prelaminated particle board of approved shade. All the edges of cabin table surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC.</p> <p>Support : Collaborate Loop Legs.</p> <p>Wire Management - 450mm Anodised flip up Made of Aluminum in anodised finish, which has soft closure and three way wire access & PVC cable</p>	1.00 0	No.		0.00

	tray.For entry of cables from the floor into the cable tray, Wire Entry covers are provided between the intermediate legs with separator for entry of power and data.				
2.09	<p>PLB MOBILE PEDESTAL</p> <p>Size: 400W X 450D X 600HT</p> <p><u>Specification:</u> Pedestal are made of 18mm thick prelaminated particle board of approved shade. All the edges of pedeatal surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC. With 2 drawer units and 1 filling folder unit. The drawer units are provided with finger groove handle and suitable locks</p>	57.0 00	No.		0.00
2.1	<p>WORKSTATION & CUBICAL CHAIRS</p> <p>Medium Mesh Back Chair with AN 70 mesh, Fabric Upholstered Cushion Seat, Centre Tilt Mechanism, Fixed Arms and Nylon Base</p>	79.0 00	No.		0.00
2.11	<p>CUBICAL VISITOR CHAIRS</p> <p>Smart Mesh Back with Cushioned Seat, Non- Tilting Mechanism, Fixed Arms and Nylon Base</p>	44.0 00	No.		0.00
2.12	<p>CONFERENCE CHAIRS</p> <p>Medium Mesh Back Chair with AN 70 mesh, Fabric Upholstered Cushion Seat, Fixed Arms and Powder coated 4 Legs</p>	10.0 00	No.		0.00

2.13	CABIN MAIN CHAIRS High Back Chair with Seat Sliding Mechanism, Multilocking, Gaslift & Adjustable Arms with Nylon Base	2.00	No.		0.00
2.14	CABIN VISITOR CHAIRS Medium Mesh Gray Chair with AN 70 mesh, Fabric Upholstered Cushion Seat, Centre Tilt Mechanism, Fixed Arms and Nylon Base	4.00	No.		0.00
2.15	Two-Seater leatherette Sofa	3.00	No.		0.00
2.16	Three-Seater leatherette Sofa	1.00	No.		0.00
2.17	CENTER TABLE Rectangular Table Chrome Frame with Glass Top Size: 1200 x 600mm	1.00	No.		0.00
2.18	PLB OPENABLE SHUTTERS STORAGE Size : 900W X 450D X 1200HT <u>Specification:</u> The storage top 18mm thick, shutter & sides panel are made of 18mm thick & back panle is made of 18mm thick prelaminated particle board of approved shade. All the edges of storage surface shall be provided with machine pressed 2mm thick imported PVC lipping glued with hotmelt Eva glue free from any VOC with finger groove handle & suitable lock. All exposed area PVC edge lipping.	5.00	No.		0.00
3	Electrical Items				
3.01	Supplying 1200 mm sweep ceiling fan: Supplying of 1200 mm sweep ceiling fan complete with down rod or equivalent etc.	59.0	Eac h		0.00
3.02	450 mm sweep Heavy duty exhaust fan: Supplying of 450	2.00	Eac h		0.00

	mm sweep Heavy duty exhaust fan complete with all accessories complete or equivalent.				
3.03	Supplying LED luminaire: Supplying of pre-wired 12 W LED downlighter	179.00	Each		0.00
3.04	Electronic Fan Regulator: Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	59.0	Each		0.00
4	Variable Refrigerant Flow (VRF) System Supply, installation, testing and commissioning of VRV (Only Cooling , Top Discharge) system with All Inverter Scroll Compressor & with 410A refrigerant.				
4.01	A) Supply of Outdoor Unit				
4.02	i) Nominal Capacity - 54 HP (COOLING only)	1.000	No.		0.00
4.03	B1) Supply of Indoor Unit VRV Hi Wall Indoor Unit+Refnet+Sensor+Remote				
4.04	Nominal Capacity - 0.66 TR	4.000	No.		0.00
4.05	Nominal Capacity - 1.08 TR	10.000	No.		0.00
4.06	Nominal Capacity - 2.08 TR	3.000	No.		0.00
4.07	B2) Supply of Indoor Unit VRV Round Flow Cassette Indoor Unit+Refnet+Sensor+Remote+Panel				
4.08	Nominal Capacity - 1.33 TR	1.000	No.		0.00
4.09	Nominal Capacity - 2.08 TR	1.000	No.		0.00
4.1	Nominal Capacity - 2.66 TR	1.000	No.		0.00
4.11	Nominal Capacity - 4.12 TR	3.000	No.		0.00
4.12	Nominal Capacity - 4.62 TR	4.000	No.		0.00

4.13	Installation, testing & commissioning of Variable refrigerant flow with modular type air-conditioning unit suitable for cooling and heating by using All inverter driven compressors complete with outdoor units with individual controller and with fittings etc. with all ancillaries items like Cu Pipe , drain Pipe , Nitrile Rubber Insulation , Vaccumising , Nitrogen pressure testing etc.	60.00	HP		0.00
4.14	CAMC of the complete HVAC System including spares and consumables but excluding ducting for 1 st Year after initial warranty of 1 Year	1.00	Job		0.00
4.15	CAMC of the complete HVAC System including spares and consumables but excluding ducting for 2 nd Year	1.00	Job		0.00
4.16	CAMC of the complete HVAC System including spares and consumables but excluding ducting for 3 rd Year	1.00	Job		0.00
4.17	CAMC of the complete HVAC System including spares and consumables but excluding ducting for 4 th year	1.00	Job		0.00
4.18	CAMC of the complete HVAC System including spares and consumables but excluding ducting for 5 th Year	1.00	Job		0.00
Total in Figures					0.00

Note:

1. *Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 14.2 and GCC Clause 45.4).*
2. *Unit rates and prices shall be quoted by the bidder in Indian Rupees (refer: ITB Clause 14.1 and ITB Clause 15.1).*

Section V - Eligible Countries

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

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

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

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

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁹ (ii) to be a nominated¹⁰ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect¹¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

¹⁰ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

¹¹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Works' Requirements

Section VII - Works' Requirements

Works' Requirements & Drawings, Specifications

General Project Information

The *Flood and River Erosion Management Agency of Assam (FREMAA), Govt. of Assam*. (FREMAA) is embarking on a transformative project to repurpose an open terrace into vital additional office space situated on the second floor of its existing building. With an ambitious goal of creating approximately 750.00 square meters of functional workspace. This phase includes installing furniture, partitioning, HVAC work, luminaries, fan installation, and interior painting for ceilings. These efforts aim to enhance functionality and aesthetics, providing a conducive work environment while meeting operational needs efficiently.

The works provisions have been given in detail in the Bill of Quantities (BoQ) which are given in Chapter IV- Bidding forms.

Definitions

- “Flooring:” Flooring refers to the process of covering a floor surface with materials such as tiles, wood, laminate, carpet, or concrete to provide a durable, clean, and aesthetically pleasing surface for walking or other activities within a building or space.
- “Ceiling Painting” Work: Ceiling painting work involves the application of paint or other finishing materials to the ceiling surface of a room or building. This process is done to enhance aesthetics, protect the ceiling from damage, and contribute to the overall ambiance of the space.
- “Furniture with Internal Partition” Furniture with internal partition refers to the arrangement of furnishings within a space, often incorporating partitions or

dividers to create distinct areas or zones for specific functions or purposes. This setup allows for efficient organization and utilization of space while providing privacy or separation between different sections of the room.

- “Luminaires” are lighting fixtures or devices designed to produce artificial light. They come in various forms such as lamps, bulbs, or fixtures, and are used to illuminate indoor or outdoor spaces for functional or decorative purposes.
- “HVAC (Heating, Ventilation, and Air Conditioning)” refers to the systems and technology used to control the indoor environment of a building or space. This includes heating, ventilation, and air conditioning systems designed to regulate temperature, humidity, and air quality to ensure comfort and safety for occupants.
- “Civil works” means the conventional construction works related to the LGSF works as defined in the BoQ as different items of works. It includes dismantling, concreting, masonry works, plaster, paintings form works, reinforcement, SS railings, water proofing, tiles, retrofitting works, ceiling etc. but not limited to the items stated above.
- “Electrical works” Electrical works includes the point wiring, circuit wiring, sub main wiring, panels and switch gears, switches and sockets, cables etc. but excluding Fans and luminaries.
- “HVAC works” is defined as Variable Refrigerant Flow air conditioning system.
- “Project Manager” is the competent person appointed by the Employer (FREMAA) and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.
- “Consultant” is the technical person/firm appointed by the FREMAA.
- "Contractor" denotes the qualified entity engaged by the Employer (FREMAA) and formally acknowledged by both parties. The Contractor is entrusted with executing the project according to the agreed terms and specifications outlined in the contract, encompassing responsibilities such as resource allocation, task completion, and adherence to project timelines and quality standards.

PROJECT LOCATIONS:

The locations of works sites for the LGSF structure at Assam Water Center is in the second floor of Assam Water Center Building situated in Basistha Charilai, NH-27, Guwahati-29, Assam

SCOPE OF WORK:

The scope of work under this Bidding Document “LIGHT GAUGE STEEL STRUCTURE at ASSAM WATER CENTER BUILDING” Phase II (Interior work) are as given below:

1. Wooden Flooring Installation:

The installation of wooden flooring involves a meticulous process to ensure durability and aesthetic appeal. Firstly, the subfloor will be prepared meticulously, ensuring it is level, clean, and free from any moisture-related issues. Careful consideration will be given to acclimatizing the wooden planks to the environment to minimize warping or shrinkage post-installation. Each plank will be laid with precision, adhering to manufacturer specifications for adhesive application and alignment. Once installed, the flooring will undergo finishing touches such as sanding, staining, and sealing to enhance its appearance and protect against wear and tear.

2. Ceiling Painting Work:

The ceiling painting work will commence with thorough surface preparation, including cleaning, patching any imperfections, and priming the surface to ensure optimal paint adhesion. Detailed discussions will be held to finalize color selection and finish options that align with the overall design scheme and functional requirements of the space. Professional painters will meticulously apply multiple coats of paint using appropriate techniques to achieve even coverage and a smooth finish. Careful attention will be paid to detailing work, such as cutting in edges and painting trim, to maintain clean lines and a polished appearance.

3. Furniture Procurement and Installation with Internal Partitioning:

The procurement and installation of furniture with internal partitioning will involve a collaborative process to ensure optimal space utilization and functionality. Detailed planning sessions will be conducted to select furniture pieces and partitioning systems that complement the office layout and cater to specific functional needs. Once selected, furniture will be sourced from reputable suppliers or customized to fit the designated

areas. Skilled installers will then carefully assemble and position each piece, ensuring stability, ergonomic comfort, and compliance with safety standards. Internal partitioning will be installed strategically to create distinct work zones while promoting collaboration and flexibility within the office environment.

4. Luminaires Selection and Installation:

The selection and installation of luminaires will begin with a thorough assessment of lighting requirements and preferences to determine the most suitable fixtures and designs. Careful consideration will be given to factors such as illumination levels, energy efficiency, and aesthetic appeal. High-quality luminaires will be sourced from reliable suppliers and installed by trained professionals, taking into account proper wiring, mounting, and placement to achieve optimal lighting distribution and ambiance. The final configuration will undergo testing and adjustment to ensure compliance with design specifications and user preferences.

5. HVAC System Implementation:

Implementation of the HVAC system will involve a comprehensive approach to meet heating, ventilation, and air conditioning needs effectively. This process will begin with a thorough assessment of the office space to determine the appropriate system size, configuration, and placement of components. HVAC equipment will be procured from trusted suppliers and installed by qualified technicians, adhering to industry standards and regulatory requirements. Once installed, the system will undergo rigorous testing and commissioning to verify functionality, safety, and efficiency. Staff will be trained on system operation and maintenance procedures to ensure long-term performance and energy conservation.

6. Fan Installation:

The installation of fans will play a crucial role in enhancing air circulation and comfort within the office space. Proper wiring, mounting, and adjustment will be carried out to optimize fan performance and minimize noise levels. Final testing and calibration will be conducted to ensure efficient air movement and comfort for occupants.

Documentation of fan specifications and maintenance protocols will be provided for ongoing operation and upkeep.

Technical Specifications

Table of Contents

1.	General Description	
2.	Contractors' Method Statement	
3.	Environmental Management Plan and Safety at the Site	
4.	Drawings and Documents	
5.	Standards and Regulations	
6.	Construction Materials	
7.	Construction Equipment	
8.	Project Site Logistics and Management Guidelines	
9.	Material Specification	
10	Indicative List of Brands for few major items	

1. General Description

1.1 General

1.1.1 Description

All work must comply with the specifications outlined herein and meet the standards set by FREMAA.

The project shall involve the extension of an existing building and shall be executed in accordance with DSR 2021 for Civil and DSR 2022 for Electrical works Published By: “*Central Public Works Department*”, New Delhi.

1.1.2 General work requirement

- i) The work is outlined in drawings given as of this section including technical specifications, while items of work and estimated quantities are detailed in the Section IV, Bill of Quantities.

- ii) The detailed implementation design, based on the pre-work surveys, will describe the exact requirement of construction materials. The Contractor's overall work methodology and the items of work will not be influenced by these modifications, excepting for the actual quantity.
- iii) The Contractor will prepare a construction methodology as for execution of the works under this package as a part of work requirement taking into account these Technical Specifications, the Completion Schedule, and the Drawings, and quote for the work as per his construction methodology by incorporating his rates and the total amount into the Bill of Quantities.
- iv) The method statement (construction methodology) will clearly state how the Contractor intends to do the work
- v) The works shown in the drawings and specifications will be implemented over 3 (Three) months.
- vi) The Contractor will submit a detailed work plan in bar chart form and also in MS project workplan format to the Project Manager of FREMAA within 7 (seven) days of Contract Signing. The work plan must be approved by the Project Manager of FREMAA.

1.2 Site Conditions

It is the Contractor's sole duty to get familiar with the site conditions and take these conditions into account when preparing his work methodology. Underestimation of any site condition does not qualify for any claim.

1.3 Environment

1. The Contractor will protect the environment following principles of the Environmental Management Plan attached as Annexure-A.
2. The Contractor will submit with his tender a written statement (undertaking) assuring compliance with all clauses as per, Environmental Management Plan.

2. Contractors' Method Statement:

1. Contractors are required to (i) identify their main construction equipment, (ii) prepare a practical work methodology, and (iii) price all works taking local conditions and particularities into account.
2. Using familiarity with local site conditions, and information contained in the Technical Specification and Design drawings provided by consultant in this Section, the Contractor will prepare main implementation scenarios and work methodology.

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3. The Contractor will select a site suitable for the work and complying with regulations outlined in the Technical Specifications, obtain all necessary clearances from owners, make all necessary arrangements related to temporary possession of the land, prepare it for the purpose of the works, and subsequently restore and hand back the land to the owners on completion of works.
 4. The Contractor will explain the proposed method for completion of the Works with due regard availability of workspace, intended equipment, workforce and time required, etc. The detailed Method Statement will consist of minimum 10 pages or more of descriptive text and calculations with details of management and supervision, proposed work force, equipment and time requirements for the various work activities, methods to comply with safety requirements and environmental management, etc., and will include as a minimum, the following aspects of the work:
 - a. Site and Installations**
 - i. Location and size of work area
 - ii. Location and size of offices, labour sheds, and stores
 - b. Planning**
 - i. Detailed bar charts clearly showing each key activity and their interdependencies. The format will be a bar chart showing the breakdown of the work on a weekly basis and the resource distribution to each work item. The schedule of work submitted by the contractor will clearly reflect the non-working days.
 - c. Main Equipment (as per list enclosed)**
 - i. Type and characteristic of main equipment, including drawings or photographs.
 - ii. Number and capacity of main equipment, and expected downtimes.
 - iii. Age and present status of equipment.
 - iv. Location and provider, from where obtained
 - v. Alternative sources for each proposed main equipment in case of non-availability or breakdown
 5. The Contractor's Method Statement will explain how the Contractor intends to complete a work under the particular site conditions and is considered an important element to identify responsive bidders. Complete

information must be supplied with the Contractors tender, in order to evaluate technically responsive bidders.

3. Environmental Management Plan and Safety at the Site

3.1 Environment

3.1.1 Inspector

The Contractor will employ one fulltime inspector for supervising compliance with the environmental management plan. The environmental inspector will keep one set of current environmental standards and regulations at the site at all times, available for consultation. The environmental inspector will submit an Environmental Management Plan and a monthly environmental report incorporating monitoring, Evaluation and institutional measures to be taken during implementation and operation in the project site and immediate vicinities to reduce the pollution to acceptable levels. The EMP also will include the actions needed to implement these measures. The report will be written in English language in a format acceptable to the Project Manager. Details of Environmental Management Plan has been appended as Annexure-A

3.1.2 Air and Noise

The Contractor will regularly spray water on dry surfaces to reduce dust problems. The Contractor will regulate vehicle emission and noise in accordance with current legislation of India. The Contractor will avoid unnecessary noise, especially during office hours.

3.1.3 Pollution

The Contractor will prevent spills of oil and lubricants from vehicles, engines, etc. Used engine oil must be removed in an environmentally acceptable manner in accordance with current legislation of India.

3.2 Site Installations

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- 3.2.1** The Contractor's preparation of the construction site and of all working and storage areas inside or outside the premises, and transport and assembly of all plant and equipment, complete, as required for the satisfactory execution and completion of the Works, will include but is not limited to the following:
- (i) clearing obstructions, grading, and improvement of working and storage areas;
 - (ii) protection of existing structures;
 - (iii) fencing of the site areas and the fixing of all required safety and warning signs, etc.;
- 3.2.2** The Contractor must submit to the Project Manager, detailed compilations of all planned construction equipment with pertinent layout on its set-up location, as well as layout of storage and working areas with their approaches.
- 3.2.3** The Contractor must provide and maintain reasonable sanitary facilities, proper lighting and adequate protection of the Site against accidents, theft and the like. The Contractor will organize the disposal of wastes in an environmentally acceptable manner, in accordance with environmental standards and regulations of India.
- 3.2.4** The Project Manager is authorized to check the Site installation at any time, and if required, to demand extensions, additions and special repair or maintenance measures.

3.3 Compliance with Environmental Management Plan

- 3.3.1** The Contractor will work in strict compliance with the principles of the Environmental Management Plan. No part of the work will be started before environmental and safety inspectors and first aid nurse are present at the site. No part of the work will be started, or if defects are found later, continued or restarted before complying with all conditions of Sub-section 2 in this Section.
- 3.3.2** The Contractor will remedy any damages resulting from non-compliance of stipulations of this Sub-section 2 at his own cost. All work will be stopped until compliance is assured.
- 3.3.3** If the Contractor is not able or unwilling to start remedial work within five working days after detection of any defect or omission, the Project Manager can order remedial works through third parties. The cost for third-party services is to be borne by the Contractor and will be deducted from the Contractor's invoices or from the Retention Money.

3.4 Measurement and Payment

3.4.1 Protecting the Environment

The Bill of Quantities comprehensively encompasses all expenses associated with environmental preservation. This includes costs related to adhering to regulations for constructing labor camps/ancillary sites. Specific activities pertinent to the project, such as dust control, waste management at camp sites, and measures to prevent pollution from oil and lubricant spills, should be accounted for within the designated line item.

4. Drawings and Documents

4.1 General

The Contractor will oversee the execution of interior work, encompassing the design and implementation of various elements such as furniture, partitioning, HVAC systems, lighting fixtures, and ceiling painting. Initially, the Contractor will develop detailed plans and layouts for the interior space, incorporating specifications and standards outlined by the project. These plans, including furniture arrangements, partition placements, and HVAC ductwork layouts, will undergo thorough review and approval by both the appointed Consultant and the Authority to ensure adherence to regulatory requirements and design integrity. Once vetted and approved, the plans will serve as the blueprint for the interior construction phase, guiding the installation of furniture, partitioning systems, HVAC components, lighting fixtures, and ceiling finishes. This collaborative effort between the Contractor, Consultant, and Authority aims to achieve a functional, aesthetically pleasing, and compliant interior space tailored to the needs of the Flood and River Erosion Management Agency of Assam (FREMAA).

4.1.1 Checking of FREMAA Project Manager's Documents by the Contractor

- i. The Contractor is obliged to check thoroughly the Bid Drawings enclosed herewith, on the basis of the results of the Contractor's surveying work, with

regard to the correctness of all main dimensions and levels, and to inform the Project Manager of any necessary corrections.

- ii. Before manufacturing, supply and/or execution of any part of the Works, the Contractor must examine and verify the drawings of the Project Manager (FREMAA), with regard to the technical feasibility of construction, to the correctness of dimensions, as well as all other aspects, which are of significance for the execution and completion of the Works and remedy any defects therein. The Contractor will inform the Project Manager (FREMAA) of any circumstances, which, in the Contractor's opinion, should involve a change in the design.
- iii. Any residual errors and omissions in drawing that have been examined and verified by the Contractor, insofar as they have a negative effect on the execution and completion of the Works, are solely at the expense of the Contractor and do not entitle the Contractor to any extra claim.

4.1.2 Checking of Contractor's Documents by the Project Manager of FREMAA

- i. The formal approval or the comments of the Project Manager do not release the Contractor of his responsibility and liability for the proper execution and completion of the Works or for remedy of any defects therein, in accordance with the Conditions of Contract.
- ii. The Contractor is required to submit photographs documenting the construction and installation process of the interior furniture and fittings.

4.1.3 Use of the Documents

The execution of the Works and/or manufacture of materials according to the working drawing of the Contractor will not start unless either a copy of the respective drawing, approved by the Project Manager (Chief Technical Officer, FREMAA) through signature, is available or the approval is conveyed in writing or by cable in special cases.

5. Standards and Regulations

5.1 General

- i. The term "Standard" used anywhere in this Section under Technical Specifications means a Standard or Code of Practice relevant to the subject, whether already indicated in the Technical Specifications or otherwise agreed to by the Project Manager (Chief Technical Officer, FREMAA).

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- iii. Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect will apply, unless otherwise expressly stated in the Contract.
 - iv. If Standards conflict with the Technical Specifications in this Section, the latter will govern.

5.2 Code and standard to be follow during the design and implementation process:

5.2.1 Civil Work:

Indian Standards (IS) for civil work, including but not limited to:

- IS 456:2000 Code of Practice for Plain and Reinforced Concrete.
- IS 800:2007 General Construction in Steel.
- IS 1893:2016 Criteria for Earthquake Resistant Design of Structures.
- IS 12955:1990, For flooring

5.2.3 Electrical Work:

Indian Standards (IS) for electrical work, including but not limited to:

- IS 732:1989 Code of Practice for Electrical Wiring Installations.
- IS 1646:2018 General Requirements for Electrical Installations.
- IS 3043:2018 Code of Practice for Earthing.

5.2.4 HVAC (Heating, Ventilation, and Air Conditioning):

Indian Standards (IS) for HVAC systems, including but not limited to:

- IS 14728:1999 Code of Practice for Selection, Installation and Maintenance of Air Conditioners.
- IS 8148:1976 Code of Practice for Air Conditioning Ductwork.

6. Construction Materials

6.1 General

- i. All materials for Temporary Works and Permanent Works which are earmarked for the construction of the Works will be of the best quality of their respective kinds as described in the Technical Specifications.
- ii. Insofar as certain construction materials for Temporary Works and Permanent Works are not specifically mentioned or no additional special tests are specified, the materials must at least meet the respective requirements of the Standards approved by the Project Manager of FREMAA.
- iii. When any material or article must comply with a particular Standard, such material etc. or its original container will bear the stamp of the registered certification trade mark of the relevant Standard. Alternatively, the Contractor will submit test certificates, furnished by the manufacturer, indicating compliance with the Standard.

6.2 Material Samples

Where specified or otherwise required by the Project Manager of FREMAA, material samples will be provided free of cost by the Contractor prior to placing final supply orders. Such samples will facilitate approval of material and quality control of supplies throughout the Works.

6.3 Examination and Tests

Materials or articles will be made available or delivered to the Site at least four weeks before they are required for the Works, enabling the Project Manager of FREMAA to take such samples he may consider suitable for examination and testing. The Contractor will arrange continuous testing for materials supplied in larger quantities over a longer period of time.

6.4 Protection

All materials or other items intended to form a part of the Works, whether during transport or stored at Site, will be adequately protected against contamination, deterioration, damage and the like, at any stage for any cause. Such items, which, in the opinion of the Project Manager, became unfit for use in the Works, must be removed from the Site immediately and replaced, all at the cost of the Contractor.

6.5 Rejection of Materials, Plants and Workmanship

Any materials or articles not in accordance with the Standards and Technical Specifications may be rejected by the Project Manager of FREMAA. Any materials or articles rejected by the Project Manager of FREMAA will be removed immediately from the Site. Replacement will be provided at the Contractor's own cost. In selecting the mode of transportation of replacement materials, the Contractor must give due consideration to the project time schedule.

6.6 Workmanship

6.6.1 General

Workmanship will be of the best quality appropriate to each category of work and according to the Standards and Technical Specifications.

6.6.2 Information of the Project Manager of FREMAA

All operations have to be carried out in close coordination with the Project Manager of FREMAA, who is to be informed well in advance of the start of any new operation and of the day-to-day activities. Prior to the commencement of any particular work, the Contractor will inform the Project Manager of FREMAA about details of his proposed methods, schedule and sequence of operations to be followed. No new operation or work in any new area will be started until the Project Manager's consent has been obtained, which must be given within three working days.

6.6.3 Contractor's Responsibility

Notwithstanding of any testing and/or approval by the Project Manager, the Contractor will be fully responsible for the quality of the Permanent Works in accordance with the Contract. Authorization to repair and/or refinish will not constitute a waiver of the Project Manager's right to require replacement of any work, if and when after such repairing and/or refinishing the work is unsatisfactory in his opinion.

6.7 Testing and Inspection

6.7.1 General

- i. All materials and items intended to form or forming a part of the Works, and all workmanship and all work under the Contract will be subject to the approval of the Project Manager and from time to time be subjected to such examinations and tests as provided for in the Standards and Technical Specification and as the Project Manager may direct at the place of manufacture or fabrication, or at the Site, or at any other place.

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- ii. The Contractor will provide all such attendance, assistance, facilities, instruments, machines, plant, equipment, labour, materials, items and transport as required for examining, measuring, sampling and testing the work and the quality, weight and quantity of materials and items intended to form or forming a part of the Works, as and when selected and required by the Project Manager and the Contractor will repair or replace such work, materials and items if necessary in the opinion of the Project Manager .
 - iii. The costs for samples, sampling, testing and inspection intended and provided in the Standards and Technical Specifications will not be compensated separately and are deemed to be covered by surcharges and overheads included in the rates provided in Section 4, Bill of Quantities

6.7.2 Samples

- i. Samples will be taken in accordance with the relevant Standards, and in such a way or by such a method and to such a number, that they can be considered to be representative for the full quantity of materials and items from which they are taken or for the workmanship being tested.
- ii. Samples submitted for approval of materials and for items to be supplied or of the standard of workmanship and which are subsequently approved, will be kept by the Project Manager, who will reject all materials or items or workmanship not corresponding in quality and character to the approved samples.

6.7.3 Tests

All materials and items intended to form a part of the Works will be tested in accordance with the Standards and Technical Specifications before starting the work. For the Project Manager's approval, the Contractor will obtain and supply test certificates of test results for each category of materials from a recognized test laboratory acceptable to the Project Manager. All such test costs will be borne by the Contractor.

6.8 Inspection of FREMAA site Project Manager

Whenever considered appropriate by the Project Manager, inspectors will be sent to the manufacturer's or supplier's premises to test or to witness the tests of the materials and items or to inspect the manufacture. The Project Manager or his inspectors will have free access to all such places of testing, and the Contractor will impose these conditions on all his sub-Contractors and suppliers (if applicable in the RFB)

6.9 Right to Reject of FREMAA Project Manager

Neither producing of manufacturer's test certificate, nor the omission of the Project Manager to send an inspector, nor the presence of the Project Manager during testing or manufacture at the manufacturer's or supplier's premises, will prejudice the right of the Project Manager to reject after delivery to the Site, materials or items intended to form a part of the Works, which are found unsuitable or not to be in accordance with the Standards and Technical Specification.

7. Main Construction Equipment

7.1 General

7.1.1 The Contractor will identify suitable equipment for the execution of works.

The Contractor is obliged to check the construction equipment proposed in his work methodology with regard to number, size and condition and workability immediately after the issue of Notification of Award by the Employer. The Contractor takes over the sole responsibility for the construction equipment placed at his disposal by different owners, and the Contractor assumes all other obligations, including watch and ward, which would incur to him if he were providing the said construction equipment under the Contract.

7.1.2 The Contractor will nominate and delegate for the entire duration of the construction works, an experienced mechanic as Contractor's Representative for the construction equipment along with skilled operators, mechanics, electricians, and welders. The Contractor's operators, mechanics and the Contractor's representative will be permanently present from the time of taking over of the Site and/or deployment of construction equipment and in particular during the period of assembling and start-up of the said equipment. The trained personnel will not be withdrawn from the Works by the Contractor without the knowledge of the Project Manager. No work will start or recommence without the presence of Contractor's Representative at the site.

7.1.3 The Project Manager (**FREMAA**), however, reserves the right to require any incompetent personnel to be replaced by the

Contractor, who:

- (i) persists in any misconduct or lack of care;
- (ii) Carries out duties incompetently or negligently;
- (iii) Fails to conform with any provisions of the contract; or
- (iv) Persists in any conduct which is prejudicial to safety, health or the environment.

If appropriate, the Contractor will then appoint a suitable replacement person within one week.

7.1.4 The Contractor has to load, transport, unload, unpack, assemble and mount the individual special equipment items, including providing any modification or adaptation of his own equipment to suit the said special equipment. He has to secure and maintain the same for the entire period of use, all in accordance with the Conditions of Contract, the Technical Specifications and Bill of Quantities.

7.1.5 All equipment and machines operated at the site and used for construction purposes, can at any time be inspected by the Project Manager (**FREMAA**) and be rejected whenever found inappropriate. All inspections will take into account the good execution of the Works and their timely completion.

7.2 Equipment

7.2.1 The Contractor has to organize sufficient number of different equipment for the timely execution of the works as outlined in the Contractor's method statement. Necessary equipment will include the following:

List of equipment:

1. Power Tools:

- Drills
- Screwdrivers
- Circular saws
- Jigsaws
- Sanders (orbital, belt, etc.)
- Nail guns
- Staple guns

2. Hand Tools:

- Hammers
- Screwdrivers (manual)
- Chisels
- Utility knives
- Measuring tapes
- Levels
- Pliers
- Wrenches

3. Painting Equipment:

- Paintbrushes (various sizes and types)
- Paint rollers (with trays)
- Paint sprayers

4. HVAC Equipment:

Ductwork tools (cutters, crimpers, etc.)

HVAC gauges

Refrigerant recovery machines

Vacuum pumps

Brazing equipment

HVAC testing instruments (thermometers, humidity meters, etc.)

5. Portable Generator:

Provides temporary electrical power for construction tools and lighting at the site, ensuring uninterrupted operation and sustained productivity throughout the construction phase.

7.2.2 Contractors need to make alternative arrangements and clearly identify the alternative in their work methodology in case the main equipment is not available for the duration of the Works. The alternative source, however, will, in no way, relieve the Contractor from his responsibility to organize other suitable replacements after contract award when his named sources are not available for any reason.

7.2.3 The Contractor will inspect and assess the conditions and structural soundness of all equipment prior to lease or hiring and prepare them for the purpose of his work. All equipment, strengthening work, movable and immovable elements installed by the Contractor or already installed will comply with all relevant safety standards.

7.3 Mobilization of Equipment

The equipment will arrive at the Site and be available for work before or on the dates as per plan.

7.4 Measurement and Payment

The Contractor will provide the type, base characteristics, number, types and working condition of the equipment.

8. Project Site Logistics and Management Guidelines

8.1 Locations and Access to the Sites

8.1.1 The project layout and drawing is shown in this Section of the Bid documents. The drawing shows the location and detail where and how

the construction work is to be executed. The Contractor should become acquainted with the specific site and access conditions.

- 8.1.2** The Contractor will be deemed to have assessed the site and the road access to the Site, including the load bearing capacity of surrounding earth, roads and to have provided for all costs for the improvement, strengthening or repair of such infrastructure, as may be required for or due to the transportation, lifting of materials, equipment etc. to the Site.
- 8.1.3** Problems and delays arising from wrong judgment of site and access conditions do not entitle the Contractor to any claim in this regard.
- 8.1.4** Efficient Material Lifting: Arrange for a dedicated material lifting mechanism to transport materials to the 2nd-floor slab level (*i.e. The site*), avoiding the use of existing staircases and Lift. Ensure that the material lifting mechanism is safe, efficient, and does not disrupt the existing building ecosystem or inconvenience occupants. Coordinate with the project team to plan the timing and logistics of material deliveries to minimize disruption to ongoing construction activities and building occupants.

8.2 Commencement Date and Site Possession

The Contractor will take possession of the Site at the latest within the 7(seven) days period stated in the Particular Conditions of Contract (PCC) under Section IX of this Request for Bids(RFB).

8.3 Working and Storage Sites

- 8.3.1** On the Contractor needs for preparation or storage or any other need, beyond the acquired available area, must be leased or rented by him at his own cost and risk. These areas must be adequately large to assure execution of highest quality standards within the time frame. The Contractor will take into account the provisions regarding the Environmental Management Plan and Safety at the Site attached as Annexure-A under this section.
- 8.3.2** All costs in connection with renting, preparing and maintaining of any of the site areas and facilities will not be compensated separately and are deemed to be covered by surcharges and overheads to be included in the rates of the relevant items in the Bill of Quantities.
- 8.3.3** The construction, storage and working areas to be marked, for both day and night use, with appropriate markings, lights signals etc., in conformity with safety regulations of the competent Authorities in India.

- 8.3.4** The Contractor is responsible and has to provide for all of his equipment and arrangements for the regular supply of power and water including drinking water to the storage and working areas, as well as to the actual construction site in the capacity and quantities required for the Works.

8.4 Coordination with Authorities

The Contractor must generally observe all rules and regulations in force of the various Authorities, which may influence the preparation and/or performance of the Works in any way. The Contractor will ensure necessary coordination of all activities with the Authorities concerned, well in advance of any construction activity.

8.5 Protection against Natural Phenomena

- 8.5.1** The Contractor will protect the Works against any damage, which may result from:
- i.** flood flows;
 - ii.** wind,
 - iii.** storm and heavy rainfall; and will adapt the program of works in order to minimize the risks.
- 8.6** The Contractor will submit to the Project Manager on his special request any method he proposes to apply in order to protect the Works.

8.7 Clearance of the Site

After completion of the construction works, the entire project area is to be cleared of all obstacles created by the Contractor during execution of the Works or of any Temporary Works and construction plant used by the Contractor. Any working and storage areas, approaches etc. or handling facilities utilized by the Contractor for the purpose of this Contract are to be cleared and/or reinstated by the Contractor to the satisfaction of the relevant owner(s). The Project Manager (FREMAA) will not accept any claim of third parties in respect to the Contractor's failure to comply with this requirement.

8.8 Measurement and Payment

8.8.1 Mobilization of Site and Construction Equipment

All costs for mobilization of site, construction equipment, preparation of all site areas and their approaches and providing of all buildings and other facilities are deemed to be included in the Bill of Quantities.

8.8.2 Maintenance and Operation of the Site

All costs for maintaining, operation and protection of the Site and its installations and facilities are deemed to be included in the rates of the relevant items as shown in the Bill of Quantities. The costs of all measures required by the Contractor to protect the works are deemed to be covered in the rates of the relevant items of Bill of Quantities.

8.8.3 Site Demobilization

All costs for demobilization of the Site, as well as for its clearance and final reinstatement will be borne by the Contractor.

9. Material Specification

Office Furniture:

Material Specification:

Material: High-quality block board, ply board, HDF of Engineered wood or metal frame with durable laminate or veneer finish, sourced from reputable brands.

Design: Ergonomically designed desks and chairs with adjustable features for comfort and functionality as directed by the consultant and as approved by the Project Manager of FREMAA.

Hardware: Sturdy metal drawer slides, hinges, and handles from brands such as Hettich/Godrej or equivalent.

Installation Process: Begin by unpacking and organizing furniture components according to assembly instructions provided by the manufacturer. Assemble each furniture piece systematically, ensuring all parts fit together securely and align properly as directed by the Consultant and approved by the Project Manager of FREMAA. Use appropriate tools to attach hardware components, ensuring they are firmly in place. Once assembled, position the furniture in designated areas according to the layout plan, ensuring sufficient space and accessibility.

Partition:

Material Specification:

Material: Lightweight yet sturdy materials such as aluminum frames with glass or composite panels.

Design: Modular panels for easy installation and flexibility in layout adjustments as approved by the Project Manager of FREMAA.

Sound Insulation: Optional soundproofing materials for enhanced privacy need to be incorporate.

Installation Process:

Start by measuring and marking the layout for partition placement on the floor and ceiling, considering structural integrity and functional requirements. Install the partition framework securely, anchoring it to the floor and ceiling using suitable fasteners. Fit panels into the framework, ensuring a snug fit and seamless alignment between panels. Secure panels in place with appropriate fasteners and ensure joints are properly sealed. Install any additional features such as soundproofing materials or door mechanisms according to specifications.

Installation of Luminaires:

Material Specification:

Luminaires: High-quality LED fixtures from brands like Philips, Havells or equivalent with energy-efficient light.

Mounting: Luminaires with compatible mounting brackets or frames for installation in gypsum board ceilings.

Installation Process: Determine the optimal placement of luminaires based on lighting design and layout plans as directed by the Consultant and approved by the Project Manager of FREMAA. Cut openings in the gypsum board ceiling to accommodate the luminaires, ensuring precise measurements and alignment. Install mounting brackets or frames securely into the gypsum board ceiling, following manufacturer instructions and ensuring proper support for the luminaires. Connect electrical wiring according to the provided diagrams, ensuring all connections are properly insulated and grounded.

Attach the luminaires to the mounting brackets or frames, adjusting their position and angle as needed to achieve the desired illumination.

Test the luminaires to ensure proper functionality and adjust as necessary for optimal lighting distribution.

Installation of Fan:

Material Specification:

Fan Type: Ceiling-mounted or wall-mounted fans from brands like Havells, khaitan of equivalent with adjustable speed settings.

Design: Sleek and modern design to complement interior aesthetics as directed by consultant and as approved by the Project Manager of FREMAA.

Blades: Durable materials with balanced construction for quiet operation.

Installation Process: Identify suitable locations for fan installation as directed by consultant and Approved by Project Manager of FREMAA. Securely mount brackets or support hardware to the ceiling, ensuring they are level and stable. Assemble the fan components according to the manufacturer's instructions, ensuring blades are balanced and securely attached. Connect electrical wiring to the power source, following all safety guidelines and local regulations. Test the fan operation and adjust the speed settings as necessary to achieve the desired airflow.

VRF HVAC System:

Material Specification:

System Type: Variable Refrigerant Flow (VRF) system with inverter-driven compressors for efficient operation.

Components: Outdoor condensing units, indoor fan coil units, refrigerant piping, and control systems as directed by consultant and approved by Project Manager of FREMAA.

Brands: Systems from reputable manufacturers such as Daikin, Mitsubishi Electric, or LG ensuring quality and reliability.

Installation Process:

Position the outdoor condensing units in designated outdoor areas, ensuring proper clearance and access for maintenance. Install refrigerant piping between the outdoor units and indoor fan coil units, ensuring proper insulation and support. Mount the indoor fan coil units in each zone or room, connecting them to the refrigerant piping and power supply.

Install control panels and thermostats for zoned temperature control, programming settings as required. Test the system operation thoroughly, checking for proper refrigerant flow, temperature control, and zoning functionality. Ensure all installations comply with manufacturer specifications, industry standards, and local building codes. Provide training to facility staff on system operation, maintenance, and troubleshooting procedures for optimal performance and longevity.

Complete documentation of the installation process, including as-built drawings, equipment manuals, and warranty information, for future reference and maintenance.

Note: Bidders are also requested to quote the Comprehensive Annual Maintenance rate of the HVAC system including all spare parts and consumables excluding repairing work for ducting system for a period of 5 years (after initial warranty of one year) as estimated from Original Equipment Manufacturer or authorized dealer of OEM in Guwahati in its financial proposal. The same will be included during evaluation of total financial quote for the technically responsive bidders.

A separate agreement will be executed with the OEM or authorized dealer of OEM after initial warranty of one year with the contractor. The service level agreement (SLA) as per GeM rules will be executed initially for a period of one year to be renewed on yearly basis at the quoted rate for a period of 5 years subject to the satisfactory performance of the services.

Don'ts:

1. **Ignore Safety Concerns:**
Disregard safety protocols or dismiss safety concerns raised by workers or supervisors, as this can lead to accidents and injuries.
2. **Deviate from Specifications:**
Proceed with construction deviations from the approved plans and specifications without proper authorization or documentation, as this can result in non-compliance and legal issues.
3. **Miss Deadlines:**
Allow delays in the construction schedule without valid reasons or prior notification to stakeholders, as this can erode trust and lead to financial penalties.
4. **Mismanage Resources:**
Waste materials, equipment, or manpower through inefficiency or negligence, as this can inflate project costs and lead to delays.
5. **Avoid Accountability:**
Fail to take responsibility for mistakes, errors, or delays that occur during the construction process, as this can damage credibility and trust.
6. **Overlook Subcontractor Coordination:**
Neglect to coordinate effectively with subcontractors, leading to delays or disruptions in the construction workflow, as this can impact project timelines and quality.
7. **Neglect Documentation:**
Fail to maintain accurate records of work progress, leading to difficulties in tracking project milestones or resolving disputes, as this can result in misunderstandings and disputes.

10. Indicative List of Brands of major items:

1. **VRF HVAC system:** Daikin, Mitsubishi Electric, LG Electronics or equivalent .
2. **Office furniture:** Featherlite furniture, Godrej, Nilkamal or equivalent.
3. **Luminaries:** Philips, Havells, Legero or equivalent.
4. **Fan :** Havells, khaitan or equivalent.

Note: All materials should bear the ISI/ISO mark for quality assurance.

HEALTH, SAFETY & ENVIRONMENTAL MANAGEMENT PLAN (ANNEXURE-A)

Health, Safety, and Environment:

1. The contractor shall adhere to all relevant health, safety, and environmental regulations throughout the extension project.
2. Measures shall be implemented to mitigate risks and ensure the safety of workers, occupants of the existing building, and the surrounding area.
3. Environmental protection measures shall be employed to minimize the project's impact on the existing building and its surroundings.
4. Noise level shall be maintained within the permissible level during the working hours of the office as per the CPCB norms.
5. All the labours shall use safety measures such as ear-plug, safety jackets, safety shoes, helmet etc. as applicable for building construction activities as per the Buildings and Other Construction Workers Act 1966.
6. Contractors must have valid labour license from the concerned authority.
7. All the vehicles to be mobilized for the civil works must have Pollution Under Control (PUC) certificates.
8. Safety signage must be displayed near the construction area along with safety ribbons.
9. Do's & Don't instruction shall be displayed both in English & Assamese for both workers and employers/ visitors of the buildings premises during the construction period.

Documentation and Reporting:

1. The contractor shall maintain accurate records of work progress, materials used, and expenditures related to the extension project.
2. Regular progress reports shall be submitted to FREMAA detailing project status, issues encountered, and resolutions, with specific attention to integration with the existing building.

Table : Showing the require Clearances/NOC documents issuing authorities

Sl. No.	Clearances	Acts	Approving Agency
1	Disposal of Construction Waste and liquid effluent from Labour camps	Water (Prevention and Control of Pollution) Act 1974	Pollution Control Board (PCB) Assam
2	Pollution Under Control Certificate for all the vehicles to be used for the assignment	Central Motor Vehicles Act 1988	Department of Transport

ENVIRONMENTAL ASSESSMENT

Physical Environment

The physical environmental components, like climate, meteorology, physical terrain, soil, water resource, flora, and fauna are discussed below as project road wise.

Physiography and Terrain

The “Assam Water Center Building” is located near Basistha area. The climatic condition of the area is **hot and humid**. It receives rain for eight months in a year.

Soil

Physiographically the entire project area is an alluvial plain with flat topography. The area has soil cover of younger alluvium and older alluvium which have undergone diversified pedagogical changes. The soils are characterised by medium to high organic carbon, low to medium phosphate and potash contents. The alluvial soils are light yellow to light grey in colour of recent age. The texture of the soil ranges from sandy loam to silty loam in nature.

Ecological Environment

Since the construction works will be within the existing campus, hence the impact on ecological environment is negligible.

Forest and Wildlife

The only Aquatic Wildlife Sanctuary of Assam – **Deepor Beel (A Ramsar Site too)** is situated **15 km** away from the project. Hence there will be no impact on wildlife.

Flora & Fauna

There are some **big trees** within present used portion of the campus.

Natural Disaster:

The site is in **flood free zone**. It is because large low lying and wetland area nearby it soaks the run-off water. But, in future, artificial flood may occur due to unplanned development of the area. **Rain water harvesting techniques** is under practice and implementation shield the water within the campus.

Description of the campus

The **Assam Water Center Building** is in Govt. land. There is **neither grazing land nor agricultural land** within the campus. There site area share its boundary with GMC Workshop and proposed ASDMA Building.

Approach Road

The approach road to construction site also important. During mobilization of construction material traffic should not overlap with the existing building traffic.

Health Safety & Environment

- a) During screening, it is found that a large number of labours is requires for loading and unloading. The resting house for these labours is a basic need for these labours.
- b) Toilet for construction labor is basic need.
- c) Drinking water facility is required for the labour.
- d) The health of labours is also important, proper equipment and facilities are important for safety of labours. The occupational health hazards of labours can be minimized with proper equipment's and facilities.
- e) The safety of commodities and labours is another basic parameter. Diagnosis of accidents is very important to mitigate accidents in future. So, accident recording and proper diagnosis is important.

ENVIRONMENTAL IMPACTS-CONSTRUCTION & OPERATION PHASE

During construction phase, there would be negligible impact on ecology (flora and fauna), air, noise and water quality. Also there would be negligible impact on quality of life due to inconvenience caused to public as a result of construction activities. There is no falling of trees during constructional phase. If tree felling is required in that case compensatory afforestation would be carried out at 1:4 ratio to minimize the impact on local environment.

Air quality impacts are likely to be minimal from general construction activities including construction of storage area, handling and transportation of construction materials.

Noise pollution occurring from operation of construction equipment including scrap moving and material handling equipment is also expected to be minimal.

MITIGATION MEASURES

Prevention of Air Quality (dust Nuisance):

- On exposed construction surface during dry/windy periods fugitive dust generation will be suppressed by water sprinkling or other suitable means.
- Workers working in dust prone areas will be provided with mask goggles
- construction materials transported by trucks will be covered and/or wetted to prevent dust nuisance

Noise and emission from vehicles and construction activities

- All construction vehicles will be properly maintained and will have valid PUC "Pollution Under Control" certificate.
- Noisy construction activities will be carried out during normal working hours and local resident will be advised of any unusual noise.
- Sound barrier will be provided in inhabitant areas where it is feasible

Prevention of dust and Noise during material handling Operation

- Dust and noise producing activities such as welding , grinding , cutting activity and any other construction activity will be preferably located downwind and away from existing office building, wherever practicable.

Prevention of soil, ground and/or surface water contamination

- Construction activity will be such as to ensure unhindered flow of water course at all times.
- Plant and machinery required for concreting etc. and construction workers camp will be sited away from the existing building.

Safety Measures

- During construction & operation phase precautionary measures like safe access to school going children and public as well will have to be ensured by the implementing agency and contractors.
- Measures will have to be taken to ensure safety of traffic passing through the construction area including signs, marking flags, lights and flagmen as may be required to avoid accident and road hazards.
- Medical facilities and First aid box shall be provided at construction camp and sites.
- Emergency Phone numbers (Police, Fire brigade, Ambulance, Public Health Centre, Doctor etc.) nearest to the project corridor must be available at construction camp and working sites.

ENVIRONMENTAL MANAGEMENT PLAN (EMP)

Pre-Construction Activities by Contractor/Engineer

The pre-construction stage involves mobilisation of the contractor, the activities undertaken by the contractor pertaining to the planning of logistics and site preparation necessary for commencing construction activities. The activities include:

- Joint field verification of EMP by the Engineer and Contractor
- Modification (if any) of the contract documents by the Engineer
- Procurement of construction equipment and machinery
- Identification and selection of material sources (quarry and borrow material, water, sand etc.)
- Selection, design and layout of construction areas, labour camps if any etc.
- Planning traffic diversions and detours, including arrangements for temporary land acquisition

Construction stage activities by the contractor

Construction stage activities require careful management to avoid environmental impacts. Activities that trigger the need for environmental measures to be followed include:

- Imbibing environmental principles at all stages of construction as good engineering practices

- Implementation of site-specific mitigation/management measures suggested.

Environmental Management Plan (EMP) & Mitigation Measures

Sl. No	Project Activity	Potential Negative Impact/Concern	Mitigation Measures	Responsible for Implementation
A.	Pre-Construction Stage			
1	Approvals/NO C Licences and Permits/ Insurance.	As per the legal requirements	<ul style="list-style-type: none"> All necessary approvals, permits and licences required by the state and local legislation shall be obtained prior to commencing of the construction activity. All approvals, permits and licences shall be maintained and up dated before expiry, and complied with during the construction period. Should there be any changes to the project which would require additional permits or licences, these shall be obtained The contractor shall maintain Pollution Under Control (PUC's) Certificates for the construction vehicles and machineries used for this project. Contractors shall insure all workers covered under the group insurance or any other suitable insurance schemes against all forms of injuries sustained at the workplace. 	Line Department/ Contractor.
3	Land Requirement	<ul style="list-style-type: none"> Loss of land Socio economic Impacts	<ul style="list-style-type: none"> No additional land will be required, as the construction will be carried out over a existing building. 	Line Department/ Contractor.
4	Clearing of trees/Removal of vegetation	<ul style="list-style-type: none"> Loss of trees and vegetation Soil erosion and surface runoff 	<ul style="list-style-type: none"> All reasonable measures shall be undertaken to ensure that no native fauna is harmed or placed at risk during the course of construction. Felling of trees is not envisaged at any stage of the project. However under unavoidable conditions if any of the trees are required to be 	Line Department/ Contractor.

			cut/felled, then prior permission as per existing procedure from Forest, ensuring appropriate compensation including compensatory plantation as stipulated by the forest department shall be undertaken.	
5	Water Requirement	<ul style="list-style-type: none"> • Exploitation of the water bodies. (both ground water and surface water) 	<ul style="list-style-type: none"> • The water requirement for the project shall be fulfilled from the existing borewell facilities. • If additional water required for the labour camp, the contractor shall obtained written consent form the Chief Executive Officer, FREMAA. 	Line Department/ Contractor.
6	Drainage management	<ul style="list-style-type: none"> • Drainage congestion due to garbage/waste dumping • Water logging. • Vector proliferation 	<ul style="list-style-type: none"> • Discharge drainage flow with proper downstream protection • The contractor shall use the existing drainage facilities with written permission from the CEO, FREMAA. 	Line Department/ Contractor.
B.	Construction Stage	•	•	
1	Construction material requirement		It is advised to procure construction materials from the authorized vendor.	Line Department/ Contractor
2	Water Pollution	<ul style="list-style-type: none"> • Impact on existing water resources • Contamination of ground water and other water 	<ul style="list-style-type: none"> • Domestic effluent/ Sewage shall be discharged into soak pits. • Total prohibition on direct discharge of sewage/sullage/solid waste into drains, open spaces, water bodies to ensure downstream settlement or natural habitat are not affected at any cost. • Assess capacity and structural integrity of existing septic tanks. Take 	Line Department /Contractor.

		bodies. Impact on drinking water sources.	<p>appropriate measures for augmentation of septic as per additional sewage generation.</p> <ul style="list-style-type: none"> • Awareness session on handling and storage of materials and waste management to be conducted for the construction workers. • If required, Water quality monitoring may be performed for the parameters including pH, BOD, COD, DO coliform count, total suspended solids, total dissolved solids, Iron, etc. 	
3	Transportation and storage of construction materials	<ul style="list-style-type: none"> • Nuisance to the general public • Fugitive emissions 	<ul style="list-style-type: none"> • The vehicles carrying the materials should be covered and secured to prevent loss or re-suspension of materials during travel. • Construction materials should be stored in covered areas to ensure protection of surrounding areas from dust and emissions • Diesel and other lubricant oil shall be stored in a covered area provided with hard surface / paved surface to prevent soil pollution. • Any transportation of materials on local roads shall be done during day time. • All vehicle movements or other construction activities shall be restricted to the delineated construction zone, the existing road network or previously disturbed areas. • Construction vehicles, personnel and machinery shall not enter fenced off areas or areas beyond the delineated construction zone • Appropriate signage should be given to the designated areas (storage/ restriction of entries/toilets etc.,) in the construction camp 	Line Department/ Contractor.
4	Air and noise pollution and fugitive emissions	<ul style="list-style-type: none"> • Dust nuisance from construction works. 	<ul style="list-style-type: none"> • Wherever feasible, dust generating type of work shall be done during off time (Non-office hours). • Labourers' use of masks and safety gears 	Line Department /Contractor.

		<ul style="list-style-type: none"> • Dust and noise generated by vehicles passing. • Loud noise during construction. • Gaseous Emissions. 	<ul style="list-style-type: none"> • Water needs to be sprinkled on work areas • Vehicles transporting construction materials to site must be covered to prevent dust pollution • Cover fine grain construction materials with tarpaulin or sheets. • Cover construction debris and waste prior to disposal. • Newly exposed surface areas shall be mulched and replanted as soon as possible in order to reduce the potential for erosion and suppress dust • All vehicles, construction machineries and equipment should possess Pollution Under Control Certificates (PUC's). • With respect to NAAQS, air quality monitoring should be carried out for the key parameters: <ul style="list-style-type: none"> • Sulphur Dioxide(SO₂) • Oxides of Nitrogen (NO_x) • Carbon Monoxide (CO) • Particulate matter (PM₁₀& PM_{2.5}). • Noise generation should be monitored with respect to Ambient Noise Quality standards. 	
		•	•	
6	Waste management and minimization	<ul style="list-style-type: none"> • Impacts on land, water and visual impacts showing poor housekeeping practices. 	<ul style="list-style-type: none"> • Recycled materials shall be used to the extent possible. • Any construction waste generated from the construction site shall be contained within the boundary of the site and removed at regular intervals to an appropriate waste disposal or recycling facility. • The Municipal Solid Waste (MSW) generated in the construction and 	Line Department/ Contractor.

			<p>labour camp shall be separated as organic and inorganic wastes.</p> <ul style="list-style-type: none"> • The worksite shall be left in a tidy and rubbish free state upon completion of the works • There should be no burning of waste. 	
7	Occupational Health and Safety	<ul style="list-style-type: none"> • Lack of safety tools • Lack of safe construction practices. • Accidents occurring on site • Site and task specific hazards 	<ul style="list-style-type: none"> • Provide safety gears to workers working in hazardous areas and provide training in the use of these safety gears and compulsory use of PPE's as per as per EHS (IFC, World Bank Group). • Keep first aid box ready at work areas and camps • Provide adequate space with ventilation, clean toilets/ bio toilets (separate for Ladies and Gents), solid waste management, light. • Provide mosquito nets at labour camps • Separate covered / walled toilet rooms (including bathing platforms) shall be provided for male and female labours. • Keep camp and work area clean and without water logging • Firefighting equipment like fire extinguishers will be provided in the camp as per fire safety standards. • Displays prominently telephone/contact number of nearest ambulance service, health units. • Provision of safe drinking water with respect to IS 10500:2012. 	Line Department/ Contractor.
8	Use of wood as construction materials	Felling of trees	<ul style="list-style-type: none"> • Minimize use of wood for construction • Use local reusable materials as much as possible 	Line Department/ Contractor.
9	Cooking and heating with firewood by construction	Felling of trees	<ul style="list-style-type: none"> • Contractor shall supply LPG at camps and restrict cooking and heating using firewood. 	Line Department/ Contractor.

	workers.			
10	Influx of migrant Workers	<ul style="list-style-type: none"> • Health and safety risks • Chances of spread of sexually transmittable diseases like AIDS 	<ul style="list-style-type: none"> • Local labourer's to be given preference for job opportunities and each contractor should be bound by this commitment • Ensure labour-related regulations are met • In case of hiring outside labour, ensure that their working conditions as well as camps meet local regulations. 	Line Department/ Contractor.

PAYMENT FOR ES REQUIREMENTS

Payment for the delivery of ES requirements shall be considered a subsidiary obligation of the Contractor and integrated into the prices quoted for other Bill of Quantity items or activities. For instance, the cost of implementing workplace safe systems of work, including measures necessary for ensuring traffic and road safety, shall typically be covered by the Bidder's rates for the relevant works. This approach ensures that ES considerations are seamlessly integrated into the overall project budget and implementation plan.

Careful consideration and transparent communication regarding payment mechanisms for ES requirements are essential to ensure alignment with project objectives, regulatory standards, and stakeholder expectations. By integrating ES considerations into the project's financial framework, the Employer can promote accountability, transparency, and effective management of environmental and social risks throughout the project lifecycle.

Drawings

The drawings of site plan and structure are annexed in a separate folder.

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

General Conditions of Contract

A. General

1. Definitions

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) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (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 46 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 57.1.
- (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) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.

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- (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 GCC Sub-Clause 38.1 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.
 - (ab) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
 - (ac) **Specification** means the Specification of the Works

- included in the Contract and any modification or addition made or approved by the Project Manager.
- (ad) 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.
 - (ae) 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.
 - (af) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
 - (ag) A **Variation** is an instruction given by the Project Manager which varies the Works.
 - (ah) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
 - (ai) “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
 - (aj) “**Key Personnel**” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
 - (ak) “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
 - (al) “**Sexual Exploitation and Abuse**” “**(SEA)**” means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
 - (am) “**Sexual Harassment**” “**(SH)**” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and
 - (an) “**Employer’s Personnel**” refers to the Project Manager and all other staff, labor and other employees (if any) of

the Project Manager and of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a notice from the Employer or the Project Manager to the Contractor.

- 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,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,¹ 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**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any

¹ In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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.
- 5. Delegation**
 - 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
 - 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
 - 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
- 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.
 - 8.2 The Contractor shall also, as stated in the Specifications or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.
- 9. Personnel and Equipment**
 - 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
 - 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel;
- (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

- 9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.

9.4 Labor

- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and

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

9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specifications; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

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

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

9.4.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may

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- provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specifications.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specifications.
- 9.4.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.4.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

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

9.4.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

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

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

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

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

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous

substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.4.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

9.4.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women,

people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

9.4.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

9.4.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

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

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

10. Employer's and Contractor's Risks 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specifications:
- (a) designing structural elements of the Works taking into account climate change considerations;
 - (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
 - (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.
- 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.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and

Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

17. Approval by the Project Manager

- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Health, Safety and Protection of the Environment

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
 - (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
 - (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate;
 - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;

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

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

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

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes

under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;

- (ii) details of the training to be provided, records to be kept;
- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;
- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

(b) any other requirements stated in the Specification

18.3 Protection of the environment

The Contractor shall take all necessary measures to:

18.3.1 protect the environment (both on and off the Site); and

18.3.2 limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

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

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

19. Archaeological and Geological Findings

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

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

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, 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,

22.1 The Contractor shall carry out all instructions of the Project

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- Inspections and Audits** 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 subconsultants 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 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 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 by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.
- 25. Fraud and Corruption**
- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 26. Stakeholder Engagement**
- 26.1 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:
- (i) are affected or likely to be affected by the Contract; and
 - (ii) may have an interest in the Contract.
- The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request
- 27. Suppliers (other than Subcontractors)**
- 27.1 **Forced Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.
- 27.2 **Child Labor:** The Contractor shall take measures to require its

suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

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

28. Code of Conduct

28.1 The Contractor shall have a Code of Conduct for the Contractor's Personnel.

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

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

The Contractor shall also ensure that the Code of Conduct is

visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

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

- 29. Security of the Site**
- 29.1 The Contractor shall be responsible for the security of the Site, and:
- (a) for keeping unauthorized persons off the Site;
 - (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specifications.

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

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."

B. Time Control

- 30. Program and Progress Reports**
- 30.1 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 Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity

Schedule. 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.

- 30.2 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.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, 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. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 30.4 Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.
- 30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, Project Manager's personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall

provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

- 31. Extension of the Intended Completion Date**
- 31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date 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.
- 32. Acceleration**
- 32.1 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.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 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.
- 35. Early Warning**
- 35.1 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.

- 35.2 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

- 36. Identifying Defects** 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. 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.
- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications 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.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 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.
- 39. Uncorrected Defects** 39.1 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.

D. Cost Control

- 40. Contract Price** 40.1 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.

41. Changes in the Contract Price

- 41.1 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. 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.
- 41.2 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.

42. Variations

- 42.1 All Variations shall be included in updated Programs² produced by the Contractor.
- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. 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.
- 42.3 If the Contractor's quotation is unreasonable, 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.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 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.

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

- (a) accelerates the contract completion period; or
 - (b) reduces the Contract Price or the life cycle costs to the Employer; or
 - (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
 - (d) yields any other benefits to the Employer,
- without compromising the functionality of the Works.

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

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

43. Cash Flow Forecasts

43.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

44. Payment

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the

Certificates

cumulative amount certified previously.

- 44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 44.3 The value of work executed shall be determined by the Project Manager.
- 44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 44.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 44.6 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.
- 44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the 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:
- (a) failure to comply with any ES 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;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
 - (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

45. Payments

- 45.1 Payments shall be adjusted for deductions for advance

payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 45.2 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 from the date upon which the increased amount would have been certified in the absence of dispute.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 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.

46. Compensation Events

- 46.1 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.

46.2 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.

46.3 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.

46.4 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.

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before 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 or are a result of GCC Clause 49.

48. Currencies

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

49. Price Adjustment

49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for

Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”

A_c and B_c are coefficients **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

50. Retention

- 50.1 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.
- 50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, 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. The Contractor may substitute retention money with an “on demand” Bank guarantee.

51. Liquidated Damages

- 51.1 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. 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.
- 51.2 If the Intended Completion Date 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 45.1.

52. Bonus

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

53. Advance Payment

53.1 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 and currencies 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 reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

53.2 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.

53.3 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, Bonuses, or Liquidated Damages.

54. Securities

54.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

55. Dayworks

55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in

that way.

55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

56. Cost of Repairs 56.1 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

57. Completion 57.1 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.

58. Taking Over 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

59. Final Account 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before 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.

60. Operating and Maintenance Manuals 60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, 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.

61. Termination

- 61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 61.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those

listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. Payment upon Termination

- 62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

63. Property

- 63.1 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.

64. Release from Performance

- 64.1 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.

65. Suspension of Bank Loan or Credit

- 65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants,

sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁴ (ii) to be a nominated⁵ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁶ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁴ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental and Social (ES) Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

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 that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by*

type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

f. worker accommodations:

- i. number of expats housed in accommodations, number of locals;
- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- iii. actions taken to recommend/require improved conditions, or to improve conditions.

g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

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 communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
- iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

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

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- 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. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- 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 clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);

- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

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 SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

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 specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.

A. General																
GCC 1.1 (d)	The financing institution is: The World Bank															
GCC 1.1 (r)	The Employer is Chief Executive Officer, FREMAA															
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be:90 Days Months from the date of signing of contract															
GCC 1.1 (y)	The Project Manager is Bhaskar Jyoti Das, Chief Technical Officer/].															
GCC 1.1 (aa)	The Site is located at 2 nd Floor at Assam Water Centre (AWC)															
GCC 1.1 (dd)	The Start Date shall be within 7 days of signing the Contract.															
GCC 1.1 (hh)	The Works consist of interior works of LGSF Structure as detailed Scope of Work Section VIII Identification number of Contract is.....															
GCC 1.1 (jj)	GCC 1.1 (jj) is replaced with the following: “Key Personnel are the Contractor’s personnel named in GCC 9.1 of the Particular Conditions of Contract.”															
GCC 2.2	Not Applicable															
GCC 2.3(i)	The following documents also form part of the Contract: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S. No.</th> <th style="width: 30%;">Document</th> <th style="width: 60%;">Description of the document</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Construction Methodology</td> <td>Construction methodology given in bid amended as per comments of employer given in letter of acceptance.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Quality control</td> <td>Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Fraud and Corruption</td> <td>Appendix A – Fraud and Corruption</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>JV</td> <td>Not Applicable</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 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.	Fraud and Corruption	Appendix A – Fraud and Corruption	5.	JV	Not Applicable
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	Agreement			
GCC 3.1	<p>The following is inserted as a sub-clause at the end of GCC 3.1:</p> <p>“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.”</p> <p>The language of the contract is <i>English</i>.</p> <p>The law that applies to the Contract are the laws of Union of India.</p>			
GCC 4.1	<p>The following is inserted as a sub-paragraph at the end of GCC 4.1:</p> <p>“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.”</p>			
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.			
GCC 6.1	<p>The following is inserted at the end of GCC 6.1:</p> <p>“All oral instructions shall be confirmed in writing in seven working days.”</p>			
GCC 7	<p>The first sentence of GCC 7. 1 is modified as:</p> <p>“The Contractor may subcontract with the approval of the Project Manager up to a ceiling specified in PCC, but may not assign the Contract without the approval of the Employer in writing.”</p> <p>The following sub-clauses are inserted at the end of GCC 7.1:</p> <p>“7.2 The Project Manager should satisfy himself before recommending to the Employer whether:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>7.4 The Contractor shall not be required to obtain any consent from the Employer for:</p>			

	<p>(a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract;</p> <p>(b) the provision for labour, or labour component, and,</p> <p>(c) the purchase of materials which are in accordance with the standards specified in the contract.</p>
GCC 7.1	Not applicable
GCC 8.1	Not applicable
GCC 9	<p>The following is inserted as a sub-clause at the end of GCC 9.2:</p> <p>“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.”</p> <p>The following sentence is deleted from first paragraph of GCC 9.4.1:</p> <p>“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.”</p> <p>GCC 9.4.3 and GCC 9.4.4 are deleted.</p> <p>The following sub-clauses are inserted at the end of GCC 9.4:</p> <p>“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 Contractor⁷.</p> <p>9.6 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</p>

⁷ Based on Government Directives.

	<p>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 and Social (ES) 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.</p> <p>9.7 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.</p> <p>9.8 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.”</p>																				
GCC 9.1	<p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid & construction methodology].</i></p>																				
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <table border="1" data-bbox="405 1061 1390 1980"> <thead> <tr> <th data-bbox="405 1061 517 1200">S. No.</th> <th data-bbox="517 1061 831 1200">Description</th> <th data-bbox="831 1061 1059 1200">Minimum cover for Insurance</th> <th data-bbox="1059 1061 1390 1200">Maximum deductible for Insurance</th> </tr> </thead> <tbody> <tr> <td data-bbox="405 1200 517 1301">(i)</td> <td data-bbox="517 1200 831 1301">Works and Plant and Materials</td> <td data-bbox="831 1200 1059 1301">Contract Value</td> <td data-bbox="1059 1200 1390 1301">5% of the Contract Value</td> </tr> <tr> <td data-bbox="405 1301 517 1552">(ii)</td> <td data-bbox="517 1301 831 1552">Loss or damage to Equipment</td> <td data-bbox="831 1301 1059 1552">Total book value of the equipment brought to the site by the contractor</td> <td data-bbox="1059 1301 1390 1552">5% of the figure in the preceding column</td> </tr> <tr> <td data-bbox="405 1552 517 1727">(iii)</td> <td data-bbox="517 1552 831 1727">Other Property (except the Works, Plant, Materials, and Equipment)</td> <td data-bbox="831 1552 1059 1727">Rs. 30,00,000</td> <td data-bbox="1059 1552 1390 1727">Rs. 70,000</td> </tr> <tr> <td data-bbox="405 1727 517 1980">(iv)</td> <td data-bbox="517 1727 831 1980">Personal injury or death insurance: a) for other people;</td> <td data-bbox="831 1727 1059 1980">As per Workmen ‘s Compensation Act 1923 and other Acts in force.</td> <td data-bbox="1059 1727 1390 1980">As per Workmen ‘s Compensation Act 1923 and other Acts in force.</td> </tr> </tbody> </table>	S. No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials	Contract Value	5% of the Contract Value	(ii)	Loss or damage to Equipment	Total book value of the equipment brought to the site by the contractor	5% of the figure in the preceding column	(iii)	Other Property (except the Works, Plant, Materials, and Equipment)	Rs. 30,00,000	Rs. 70,000	(iv)	Personal injury or death insurance: a) for other people;	As per Workmen ‘s Compensation Act 1923 and other Acts in force.	As per Workmen ‘s Compensation Act 1923 and other Acts in force.
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	b) for Contractor's Employees	In accordance with the statutory requirements applicable in India
GCC 14.1	Site Data are: <i>At Assam Water Centre, Guwahati</i>	
GCC 15.1	GCC 15.1 is replaced with the following: "The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager."	
GCC 18 (add new 18.3.3)	The following is inserted as a new sub-clause 18.3.3: "18.3.3 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."	
GCC 20.1	The Site Possession Date(s) shall be: Within one day after contract signing	
GCC 23	The following is inserted as a new sub-clause 23.1.1: "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."	
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator <i>(insert name before signing contract).</i> Appointing Authority for the Adjudicator: <i>[insert name of Authority].</i> <i>[Note: if ITB 51 provides for an Adjudicator from list provided by an Institution, insert the name of the same institution as the appointing authority]</i>	
GCC 24	In the first sentence in GCC 24.3, the words "The Adjudicator shall be paid by the hour at the rate" are replaced by the words "The Adjudicator shall be paid daily at the rate"	
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator are: Fees of Rs 20,000.00 per day of effective hearing, plus reimbursable expenses, namely actual boarding, lodging, travel and other incidental expenses.	
GCC 24.4	The procedure for adhoc arbitration will be as follows: (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	

	<p>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* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(b) 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, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), both in cases of Foreign Contractor as well as Indian Contractor, shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) 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.</p> <p>(d) Arbitration proceedings shall be held at Guwahati, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) 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>(f) 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 * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(g) The Arbitrator should give final award within 120 days of starting</p>
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	<p>of the proceedings</p> <p>(h) 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>/</p>
B. Time Control	
GCC 30.1	<p>The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.</p> <p>Any revision in Program should only be agreed in writing.</p>
GCC 30.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs. 1,00,000.</p> <p>The period for submission of progress reports is 30 days.</p>
GCC 31	<p>GCC 31.1 is replaced with the following:</p> <p>“31.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.”</p> <p>In GCC 31.2, replace the words “Intended Completion Date” at the first occurrence by the words “Intended Completion Date/ Milestones”; and at the second occurrence by the words “Intended Completion Date/ Milestone”.</p>
GCC 34	<p>GCC 34.1 is replaced with the following:</p> <p>“Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place indicated in PCC. The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 30.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.”</p>
GCC 34.1	<p>Venue of management meeting will be Conference Hall of FREMAA, the management meetings shall be held at intervals of 14 days</p>

C. Quality Control	
GCC 36	<p>The following sub-clause is inserted at the end of GCC 36.1:</p> <p>“36.2 The contractor shall permit the Employer’s Technical auditor/Consultant 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.”</p>
GCC 37	<p>The following sub-clauses are inserted before GCC 37.1, and GCC 37.1 is re-numbered as GCC 37.3:</p> <p>“GCC 37.1 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. Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract.</p> <p>GCC 37.2 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.”</p>
GCC 38.1	<p>The Defects Liability Period is:365 days.</p>
GCC 39.1	<p>The following notes are added at the end of GCC 39.1:</p> <p><i>“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.</i></p> <p><i>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 61.2(e).”</i></p>
D. Cost Control	
GCC 41	<p>GCC 41.1 is replaced with the following, and existing GCC 41.2 is re-numbered as GCC 41.3:</p> <p>“41.1 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.</p> <p>(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</p>

	<p>executed.</p> <p>(b) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed</p> <p>41.2 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.”</p>
GCC 42	<p>In GCC 42.2, the first sentence is modified as follows:</p> <p>“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 Contractor shall also provide a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor.”</p> <p>In the first sentence in GCC 42.3, after the words ‘If the Contractor’s quotation is unreasonable’, the following is added:</p> <p><i>“[or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC 42.2]”</i></p>
GCC 42.7	Provisions related to Value Engineering do not apply.
GCC 43.1	<p>The second sentence in GCC 43.1 is replaced with the following:</p> <p>“The cash flow forecast shall be in Indian Rupees.”</p>
GCC 44	<p>At the end of GCC 44.1 after the word ‘previously’, the following words are added:</p> <p>“along with details of measurement of the quantity of works executed in a tabular form approved by the Project Manager”</p> <p>At the end of GCC 44.2 after the words ‘the Contractor’, the following words are added:</p> <p>“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 53.1 (Secured Advance)”</p>
GCC 45	<p>GCC 45.1 is replaced with the following:</p> <p>“Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to</p>

	<p>the date when the late payment is made at the rate stated in the PCC.”</p> <p>A new sub-clause 45.5 is added after sub-clause 45.4:</p> <p>“45.5 The Contractor shall open an Escrow Account with his bank for the purpose of receiving all the payments as well as incurring expenditure under this Contract. The Account shall be open to verification and audit at any time by the Employer or designee of the Employer. This account will be controlled solely by the Contractor’s Project Officers (Project Manager and/or Finance Manager or equivalent designate). No other Contractor employees or associates will have access to the Project Account or the funds therein. The Contractor shall report monthly on the status of this account including actual bank account statements. The Contractor shall provide all Account statements as requested by the Employer.”</p>
GCC 45.1	Interest rate for Delayed payment is 6% per annum
GCC 45.3	All payments (and deductions) shall be paid or charged in Indian Rupees.
GCC 45.5	<i>[delete this clause if Escrow Account is not to be used]</i>
GCC 47	<p>The following sub-clause is inserted before GCC 47.1, and GCC 47.1 is re-numbered as GCC 47.2:</p> <p>“47.1 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.”</p> <p>In first line of the re-numbered GCC 47.2, replace the words ‘the date 28 days before’ with the words ‘the deadline for’.</p>
GCC 48	All payments shall be made in Indian Rupees.
GCC 49	NOT APPLICABLE
GCC 49.1	NOT APPLICABLE
GCC 50.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.
GCC 50.2	<p>The last line of GCC 50.2 is replaced with the following:</p> <p>“On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.”</p>
GCC 51	<p>In the first sentence of GCC 51.1, the following words are inserted after the words ‘Intended Completion Date’:</p> <p>“(for the whole of the works or the milestones as stated in the PCC)”</p> <p>The following is inserted as a sub-paragraph at the end of GCC 51.1:</p>

	“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.”												
GCC 51.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.												
GCC 52.1	Not Applicable												
GCC 53	The following is inserted as a new sub-clause 53.4: “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. ”												
GCC 53.1	<p>Advance Payments shall be made in Indian Rupees only. The amount of the Advance Payments are:</p> <table border="1"> <thead> <tr> <th><u>Nature of Advance</u></th> <th><u>Amount (Rs.)</u></th> <th><u>Conditions to be fulfilled</u></th> </tr> </thead> <tbody> <tr> <td>1. Mobilization⁸</td> <td>5% of the Contract price</td> <td>On submission of unconditional Bank Guarantee. (<i>to be drawn before end of 20% of Contract period</i>)</td> </tr> <tr> <td>2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i></td> <td>90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.)</td> <td>After equipment is brought to site as per agreed construction program (<i>provided the Project Manager is satisfied that the equipment is required for performance of the contract</i>) and on submission of unconditional Bank Guarantee for amount of advance.</td> </tr> <tr> <td>3. Secured advance for non-perishable materials brought to site [<i>Specify the item or items for which this</i></td> <td>75% of Invoice value or Market value – lower of the two.</td> <td>a) The materials are in-accordance with the specification for Works; b) Such materials</td> </tr> </tbody> </table>	<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>	1. Mobilization ⁸	5% of the Contract price	On submission of unconditional Bank Guarantee. (<i>to be drawn before end of 20% of Contract period</i>)	2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.)	After equipment is brought to site as per agreed construction program (<i>provided the Project Manager is satisfied that the equipment is required for performance of the contract</i>) and on submission of unconditional Bank Guarantee for amount of advance.	3. Secured advance for non-perishable materials brought to site [<i>Specify the item or items for which this</i>	75% of Invoice value or Market value – lower of the two.	a) The materials are in-accordance with the specification for Works; b) Such materials
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⁸ The amount of mobilization advance could be increased or decreased based on nature of the work. Also, the advance could be released in single or multiple instalments.

	<p><i>will be given here]</i></p>	<p>have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Project Manager.</p> <p>c) the Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Project Manager and such records shall be available for inspection by the Project Manager;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Project Manager for the Purpose of valuation for material and providing evidence of ownership and payment thereof;</p> <p>e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the</p>
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	<p style="text-align: right;">Project Manager.</p> <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 Project Manager under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or 2months 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> <p>Repayment of secured advance:</p> <p>The advance shall be repaid from each succeeding monthly payments to the extent materials [<i>for which advance was previously paid pursuant to Clause 53 of GCC and 53.1(3) of PCC.</i>] have been incorporated into the Works.</p> <p>The amount of the Guarantee may be progressively reduced by the amounts repaid by the Contractor, each instalment not less than Rs. 500,000.</p>
GCC 54	<p>GCC 54.1 is replaced with the following:</p> <p>“The Performance Security and an Environmental and Social (ES) 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, and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security including additional security for unbalanced bids, and the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion.”</p>
GCC 54.1	<p>The Performance Security amount is 5 percent of the Accepted Contract Amount plus Rs. as additional security for unbalanced bids [<i>in terms of ITB Clause 41.2</i>], of the Accepted Contract Amount</p> <p>The standard forms of Performance Security acceptable to the Employer shall be <u>unconditional</u> Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Document.</p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ES performance security' to be submitted by the successful bidder in the amounts specified above.</p>
<p>E. Finishing the Contract</p>	

GCC 59.1	<p>The following is added after the words ‘issue a payment certificate’ at the end of GCC 59.1:</p> <p>“within 56 days of receiving the contractor’s revised account”</p>
GCC 60.1	<p>The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole of work,.</p> <p>The date by which “as built” drawings (in scale...) including a compact disc containing digitized drawings in 2 sets are required, is within 28 days of issue of certificate of completion of whole of the work,</p>
GCC 60.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 60.1 is Rs.2 Lacs</p>
GCC 61	<p>The following sub-clauses are added after GCC 61.2 (h):</p> <p>“(i) The contractor has contravened Clauses 7 and 9 of GCC.</p> <p>(j) The contractor does not adhere to the agreed construction program, agreed ES-MSIP [Clause 30 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.</p> <p>(k) The contractor fails to carry out the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.</p> <p>(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.”</p>
GCC 61.2 (g)	<p>The maximum number of days is:100</p>
GCC 61.2 (l)	<p>Not Applicable:</p>
GCC 62	<p>The following is added after the words ‘issue of the certificate’ in the first sentence of GCC 62.1;</p> <p>“less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law,”</p> <p>The following is added after the words ‘date of the certificate’ at the end of GCC 62.2:</p> <p>“less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law”</p>
GCC 62.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.</p>

Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws⁹

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 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.

⁹ 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.

- (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 up to the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety

measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining, excavating, blasting) is permitted in the "protected area" and development activities likely to damage the protected property is not permitted in the "controlled area" without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and

Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans

for accident-prone areas.

14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and

recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the

contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.

30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix 2: Not Applicable

Tables of Adjustment Data

(Cl. 49 of GCC)

Table 1: Coefficients governing the adjustment for changes in cost

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

Note: (a) Fixed element is normally 15%; (b) Employer to fill-up above Table.

BOQ SCHEDULES

[The following Schedules are for example only. The schedules may be modified and specified as appropriate for each work]

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

Table 2: Cost Indices and Reference Prices (applicable for specific items) for adjustment in contract prices [as per GCC 49].

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

Base Date = Deadline for submission of bids

S.	Cost	Sym	Indices or Cost on	Index for adjustment	Sources of Index
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No.	Element	bol	the Base Date		
[1]	[2]	[3]	[4]	[5]	[6]
1.	Fixed	a			
2.	Labour	b	L _o - all India average Consumer Price Index(CPI) Number for Industrial Workers for centre ¹⁰ (Base 2001 = 100) on the base date.	L _n -CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S _o – Whole-sale Price Index (WPI) for Steel [<i>Steel Long</i>]	S _n -WPI for the month which is two months prior to the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India.
4.	Cement	d	C _o -WPI for Grey Cement	C _n -WPI for the month which the cement is brought to site or one month prior to the month to which IPC is related, whichever is less	Economic Advisor, Ministry of Commerce and Industry, Government of India
5.	Plant & Equipment spares	e	E _o -WPI for “Construction machinery ”	E _n – WPI for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India
6.	Diesel ¹¹	f	Do-Unit Cost from the identified depot on the base date	D _n -Unit Cost for on the first day of the month to which the IPC relates	From the Depot
7.	Bitumen ¹²	g	Bo-Unit Cost from the identified refinery on the base date	B _n - Cost per unit quantity on the first day of the month in which the material is brought to site or two months prior to the date to which IPC is related	From Refinery
8.	Others	h	O _o - All India Wholesale Price Index(WPI) for all commodities	O _n - All India WPI for all commodities for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India

IPC – Interim Payment Certificate

¹⁰ The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.

¹¹ The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.

¹² The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

Appendix - 3¹³
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 up to 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. 500 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Contractor's share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

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

¹³ If ITB 51 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

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 AJUDICATOR'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, ES performance security if applicable, and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

NOTIFICATION OF AWARD

Letter of Acceptance

[on letterhead paper of the Employer]

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

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the PCC]* for the Accepted Contract Amount of *[insert amount in numbers and words]*, as corrected and modified¹⁴ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, and ES Performance Security *[Delete ES Performance Security if it is not required under the contract]* in the form detailed in ITB Clause 50 for amounts¹⁵ of Rs. , and Rs. specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 50.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid up to 28 days from the date of completion i.e. up to and shall be as per the Performance Security Form and the ES Performance Security Form *[Delete reference to the ES Performance Security Form if it is not required under the contract]*, included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator¹⁶.

[or]

¹⁴ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

¹⁵ Insert amounts for (i) Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41; and (ii) ES Performance Security respectively.

¹⁶ 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.

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 51.1 and GCC 23.1¹⁷.

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

We have reviewed the construction methodology submitted by you along with 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 ES requirements as per Clause 30 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

¹⁷ 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.

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

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

Yours faithfully,

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

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
[name of the Employer]. (hereinafter “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.
 - (i) This Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Contractor’s Bid including completed schedules and priced bill of quantities,
 - (iv) the addenda Nos _____(if any)
 - (v) the Particular Conditions
 - (vi) the General Conditions of Contract, including appendix;
 - (vii) the Specification
 - (viii) the Drawings
 - (ix) Construction Program, Methodology, Quality Assurance Program, the ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor’s Personnel (ES)
 - (x) Joint Venture Agreement [for JVs only]; and
 - (xi) any other document **listed in the PCC** as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract

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

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

Signed by: _____
for and on behalf of the Employer

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

Signed by: _____
for and on behalf the Contractor

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 Contractor¹⁸]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee¹⁹]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

¹⁸ *In the case of a JV, insert the name of the Joint Venture*

¹⁹ *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.*

This guarantee shall be valid until²⁰, 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.

²⁰ *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 and Social (ES) Performance Security
ES – Bank Guarantee :Not Applicable
[Guarantor letterhead or SWIFT identifier code]

ES 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 Contractor²¹]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee²²]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

²¹ *In the case of a JV, insert the name of the Joint Venture*

²² *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.*

This guarantee shall be valid until²³, 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.

²³ *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: Not Applicable 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, Subclause 53.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor²⁴]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee²⁵]* _____ *[in words]*.

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

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

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

²⁴ In the case of a JV, insert the name of the Joint Venture

²⁵ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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

Retention Money Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

We have been informed that _____ *[name of contractor²⁶]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of _____ *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____) *[amount in words²⁷]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract without cavil or argument.

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

²⁶ In the case of a JV, insert the name of the Joint Venture

²⁷ 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.

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

[Signature(s) and seal of the guarantor]

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