



Government of West Bengal  
Irrigation & Waterways Directorate  
Office of the Executive Engineer  
Damodar Survey & Investigation Division  
Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake City, Kolkata- 700091,  
Phone No.- 033-23599201, E-Mail ID: ee.dsid@gmail.com

**DAM REHABILITATION AND IMPROVEMENT PROJECT  
PHASE –II (DRIP-II)**

**NATIONAL OPEN COMPETITIVE BIDDING**

**(Two-Envelope Bidding Process with e-Procurement)**

***(FOR ITEM RATE/ADMEASUREMENT CONTRACTS IN CIVIL WORKS)***

**REQUEST FOR BIDS NO.: WBIW/EE/DSID/DRIP-II/RFB-01/2024-25**

**NAME OF WORK: Renovation of Damodar Survey & Investigation Division at 5th floor of  
Jalasampad Bhawan, DF Block, sector -I, Salt Lake, I & W Dte. for the year 2023-2024.**

BID PUBLISHED DATE	:	25.09.2024		
PERIOD OF DOWNLOADING OF BIDDING DOCUMENT ONLINE	:	FROM 26.09.2024 10:00 Hrs.	TO	28.10.2024 12:00 Hrs.
TIME AND DATE OF PRE-BID MEETING	:	ON 04.10.2024	;	15:00 Hrs.
LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS	:	ON 03.10.2024	;	14:00 Hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	ON 28.10.2024	;	12:00 Hrs.
TIME AND DATE OF OPENING OF BIDS TECHNICAL PART	:	ON 28.10.2024	;	15:00 Hrs.
TIME AND DATE OF OPENING OF BIDS-FINANCIAL PART	:	<i>Financial part will be opened for technically qualified bidders only. (Date: &amp; Time: to be notified later)</i>		
PLACE OF OPENING OF BIDS	:	<i>Office of the Executive Engineer Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake City, Kolkata- 700091</i>		
OFFICER INVITING BIDS	:	<i>The Executive Engineer Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake City, Kolkata- 700091</i>		

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# **REQUEST FOR BIDS**

**(RFB)**



Government of West Bengal  
Irrigation & Waterways Directorate  
Office of the Executive Engineer  
Damodar Survey & Investigation Division  
Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake City, Kolkata- 700091,  
Phone No.-033-23599201, E-Mail ID: ee.dsid@gmail.com

**DAM REHABILITATION AND IMPROVEMENT PROJECT  
PHASE –II (DRIP-II)**

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

**NATIONAL OPEN COMPETITIVE PROCUREMENT**

**Name of Project: DAM REHABILITATION AND IMPROVEMENT PROJECT  
PHASE –II (DRIP-II)**

**Contract Title: Renovation of Damodar Survey & Investigation Division at 5th floor of  
Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I & W Dte. for the year 2023-2024.**

**Loan No./Credit No./ Grant No.:** \_\_\_\_\_

**RFB Reference No.: WBIW/EE/DSID/DRIP-II/RFB-01/2024-25**

**Memo No. 655**

**Date: 25.09.2024**

1. The Government of India has received/has applied for/intends to apply for financing from the World Bank toward the cost of the **Dam Rehabilitation & Improvement Project PHASE-II (DRIP-II)** and intends to apply part of the proceeds toward eligible payments under the contract<sup>1</sup> 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 August 2018**" ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.
3. Bidders from India having suitable experience of completing similar works under the **Government of West Bengal** or other State Governments/Government of India, or State/Central Government Undertakings may apply and they should have registration for

<sup>1</sup> Substitute "contracts" where Bids are invited concurrently for multiple contracts. Add a new para. 5 as follows: "Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid." and renumber paras 5–12.

participation in NIC operated e-tender portal of Government of West Bengal. 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<sup>2</sup>. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank’s Guidelines setting forth the World Bank’s policy on conflict of interest.

4. **The Executive Engineer, Damodar Survey & Investigation Division, Irrigation & Waterways Directorate** (*on behalf of implementing agency*) now invites online Bids from eligible Bidders for the **Renovation & Interior Decoration of Office** 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 <https://wbtenders.gov.in> and <https://wbiwd.gov.in> (*website*) from **26.09.2024; 10:00 Hrs. to 28.10.2024; 12:00 Hrs. for free of cost.** Bidders will be required to register for participation in the e-tender portal of Government of West Bengal maintained by National Informatics Centre (NIC). The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
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 obtain the same from the website: <https://wbtenders.gov.in>. There is no tender fee applicable for this bid.
7. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online at <https://wbtenders.gov.in> (*website*) on or before **12:00 hours on 28.10.2024.** The ‘Technical Part’ of the bids will be publicly opened online on the same day at **15:00 hours**, in the presence of the bidders or their designated representatives who wish to attend. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a **Bid Security** of the amount specified for the work in the table below, drawn in favour of **The Executive Engineer, Damodar Survey &**

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<sup>2</sup> *Modify or delete, based on registration requirement, if any for bidders from India.*

**Investigation Division.** 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(b) original affidavit regarding correctness of information furnished with bid document with **The Executive Engineer, Damodar Survey & Investigation Division, Irrigation & Waterways Directorate, Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake, Kolkata-700091** before the opening of technical part of the bid deadline i.e. **12:00 hours on 28.10.2024**, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
10. A pre-bid meeting will be held on **04.10.2024 at 15:00 hours IST** at **“The Office of the Executive Engineer, Damodar Survey & Investigation Division, Irrigation & Waterways Directorate, Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake, Kolkata-700091”** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of ‘Instructions to Bidders’ of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.
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 their 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:

<b>Name &amp; Designation of Officer</b>	Smt. Achira Adhya Executive Engineer Damodar Survey & Investigation Division, Irrigation & Waterway Directorate, Government of West Bengal.
<b>Official Address</b>	Office of the Executive Engineer Damodar Survey & Investigation Division, Irrigation & Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5 <sup>th</sup> Floor), Salt Lake City, Kolkata- 700091
<b>Email</b>	ee.dsid@gmail.com
<b>Telephone</b>	033-23599201

**TABLE**

<b>Package No</b>	<b>Name of Work</b>	<b>Bid Security (Rs.)</b>	<b>Cost of Document (Rs.)</b>	<b>Period of Completion</b>
1	2	3	4	5
1.	<b>Renovation of Damodar Survey &amp; Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I &amp; W Dte. for the year 2023-2024.</b>	<b>Rs. 2,00,000.00(Rs. Two lakh only)</b>	<b>Nil</b>	<b>180 days</b>

**The Executive Engineer  
Damodar Survey & Investigation Division,  
Irrigation & Waterway Directorate,  
Government of West Bengal**

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# **PART 1 – Bidding Procedures**



## Section I - Instructions to Bidders

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), <b>specified in the Bid Data Sheet (BDS)</b>, the Employer, as <b>specified in the BDS</b>, 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 <b>specified in the BDS</b>.</p>
	<p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> <li>(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if <b>specified in the BDS</b>, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;</li> <li>(b) if the context so requires, "singular" means "plural" and vice versa;</li> <li>(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;</li> <li>(d) the term "<b>ES</b>" means environmental and social (including Sexual Exploitation, and Abuse (SEA), and Sexual Harassment (SH));</li> <li>(e) "<b>Sexual Exploitation and Abuse</b>" "<b>(SEA)</b>" means the following: <ul style="list-style-type: none"> <li>(i) "<b>Sexual Exploitation</b>" 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.</li> <li>(ii) "<b>Sexual Abuse</b>" is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</li> </ul> </li> <li>(f) "<b>Sexual Harassment</b>" "<b>(SH)</b>" 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;</li> <li>(g) "Contractor's Personnel" is as defined in Sub-Clause 1 (ii) of the</li> </ul>

	<p>General Conditions of Contract; and</p> <p>(h) <b>“Employer’s personnel”</b> 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><b>2. Source of Funds</b></p>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) <b>specified in the BDS</b> 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 <b>specified in the BDS</b>, toward the project <b>named in the BDS</b>. 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><b>3. Fraud and Corruption</b></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), and to have them audited by auditors appointed by the Bank.</p>

<p><b>4. Eligible Bidders</b></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 <b>specified in the BDS</b>. 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 <b>specified in the BDS</b>, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place <b>specified in BDS</b> 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"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>(b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>(c) has the same legal representative as another Bidder; or</li> <li>(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</li> <li>(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</li> <li>(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;</li> <li>(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;</li> </ul>

	<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 shall have determined. The list of debarred firms and individuals is available at the electronic address <b>specified in the BDS</b>.</p>
	<p>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.</p>
	<p>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</p>

	Proposal-Securing Declaration.
	<p>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.</p> <p>4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>
<p><b>5. Eligible Materials, Equipment and Services</b></p>	<p>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.</p>
<p><b>B. Contents of Bidding Document</b></p>	

<p><b>6. Sections of Bidding Document</b></p>	<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><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Bidders (ITB)</li> <li>• Section II - Bid Data Sheet (BDS)</li> <li>• Section III - Evaluation and Qualification Criteria</li> <li>• Section IV - Bidding Forms</li> <li>• Section V - Eligible Countries</li> <li>• Section VI - Fraud and Corruption</li> </ul> <p><b>PART 2 Works' Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII- Works' Requirements</li> </ul> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section VIII - General Conditions of Contract (GCC)</li> <li>• Section IX - Particular Conditions of Contract (PCC)</li> <li>• Section X - Contract Forms</li> </ul>
	<p>6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.</p>
	<p>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.</p>
	<p>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.</p>
<p><b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1 The electronic bidding system <b>specified in the BDS</b> provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Employer online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission</p>

	<p>of Bids within a period <b>specified in the BDS</b>. 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 <b>specified in the BDS</b>, 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 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>

<b>8. Amendment of Bidding Document</b>	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
	8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. The addenda will appear on the e-procurement system under “Latest Corrigendum”, and Email notification is also automatically sent to those bidders who have started working on the tender, unless otherwise <b>specified in the BDS</b> . 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.
	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.
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	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.
<b>10. Language of Bid</b>	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.
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise two Parts, namely the Technical Part 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"> <li>(a) <b>Letter of Bid– Technical Part</b> prepared in accordance with ITB 12 and ITB 14;</li> <li>(b) <b>Bid Security or Bid-Securing Declaration</b> in accordance with ITB 19.1;</li> <li>(c) <b>Alternative Bid – Technical Part</b>, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;</li> <li>(d) <b>Authorization:</b> written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance</li> </ul>



	<p>with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;</p> <ul style="list-style-type: none"> <li>(e) <b>Bidder's Eligibility:</b> documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;</li> <li>(f) <b>Qualifications:</b> documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>(g) <b>Conformity:</b> a technical proposal in accordance with ITB 16;</li> <li>(h) <b>Construction methodology</b> as detailed in Para 1.1 of Section III Evaluation Criteria;</li> <li>(i) Contractor Registration certificate (as per RFB); and</li> <li>(j) any other document <b>required in the BDS.</b></li> </ul> <p>11.3 The <b>Financial Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid – Financial Part:</b> prepared in accordance with ITB 12 and ITB 14;</li> <li>(b) <b>Completed Schedules</b> including priced Bill of Quantities in accordance with ITB 12 and ITB 14, as <b>specified in BDS;</b></li> <li>(c) <b>Alternative Bid - Financial Part:</b> if permissible in accordance with ITB 13; and</li> <li>(d) any other document <b>required in the BDS.</b></li> </ul> <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><b>12. Process of Bid Submission</b></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</p>

	<p>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 <b>Submission of Original Documents:</b> 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 <b>specified in the BDS</b>, 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 submitted.</p>
<b>13. Alternative Bids</b>	13.1 Unless otherwise specified <b>in the BDS</b> , alternative Bids shall not be considered.
	13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included <b>in the BDS</b> 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 <b>in the BDS</b> , Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified <b>in the BDS</b> and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and

	Qualification Criteria.
<b>14. Bid Prices and Discounts</b>	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 alongwith the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Corrections if any, in the bid 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 <b>specified in the BDS</b> 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 alongwith his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document.

	<p>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.</p> <p>To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Contractor when in need and duly certified by the Project Manager.</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>
<b>15. Currencies of Bid and Payment</b>	15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.
<b>16. Documents Comprising the Technical Proposal</b>	16.1 The Bidder shall furnish a technical proposal 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.
<b>17. Documents Establishing the</b>	17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,

<p><b>Eligibility and Qualifications of the Bidder</b></p>	<p>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>
<p><b>18. Period of Validity of Bids</b></p>	<p>18.1 Bids shall remain valid for 90 days or for the Bid Validity period <b>specified in the BDS</b>. 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.</p>
	<p>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.</p>
	<p>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:</p>
	<ul style="list-style-type: none"> <li>(a) in the case of <b>fixed price</b> contracts, the Contract price shall be the Bid price adjusted by the factor <b>specified in the BDS</b>;</li> <li>(b) in the case of <b>adjustable</b> price contracts, no adjustment shall be made; or</li> <li>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<p><b>19. Bid Security</b></p>	<p>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 <b>specified in the BDS</b>, in original form and, in the case of a Bid security, for the amount <b>specified in the BDS</b>.</p>
	<p>19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p>
	<p>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</p>

	<p>forms at the Bidder's option:</p> <ul style="list-style-type: none"> <li>(a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India;</li> <li>(b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;</li> <li>(c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India;</li> <li>(d) another security <b>specified in the BDS</b>,</li> </ul> <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"> <li>(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</li> <li>(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or</li> <li>(c) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITB 49; or</li> </ul> </li> </ul>

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

<b>21. Preparation of Bids</b>	<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 <b>specified in BDS</b>). 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 &amp; 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>
<b>22. Deadline for Submission of Bids</b>	<p>22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time <b>specified in the BDS</b>.</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 shall thereafter be subject to the deadline as extended.</p>
<b>23. Late Bids</b>	<p>23.1 The electronic bidding system would not allow any late submission of bids after due date &amp; time as per server time.</p>
<b>24. Withdrawal, Substitution, and</b>	<p>24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for</p>



<p><b>Modification of Bids</b></p>	<p>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 <b>if specified in BDS</b>).</p>
	<p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.</p>
	<p>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.</p>
<p><b>E. Public Opening of Technical Parts of Bids</b></p>	
<p><b>25. Public Opening of Technical Parts of Bids</b></p>	<p>25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date, time and place <b>specified in the BDS</b>, 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 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>

<b>F. Evaluation of Bids – General Provisions</b>	
<b>26. Confidentiality</b>	<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>
<b>27. Clarification of Bids</b>	<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>
	<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.</p>
<b>28. Deviations, Reservations, and Omissions</b>	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the bidding document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.</li> </ul>
<b>29. Nonmaterial Nonconformities</b>	<p>29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not</p>

	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 <b>specified in the BDS</b> .
<b>G. Evaluation of Technical Parts of Bids</b>	
<b>30. Evaluation of Technical Parts</b>	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.
<b>31. Determination of Responsiveness</b>	<p>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.</p> <p>31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(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</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>
	31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

	31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>32. Qualification of the Bidder</b>	32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
	32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
<b>33. Subcontractors</b>	33.1 Unless otherwise stated <b>in the BDS</b> , the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.  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 <b>in the BDS</b> as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.  33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as <b>specified in the BDS</b> . Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
<b>H. Public Opening of Financial Parts of Bids</b>	
<b>34. Public Opening of Financial Parts</b>	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

	<p>whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:</p>
	<ul style="list-style-type: none"> <li>(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;</li> <li>(b) their Financial Part of Bid shall not be opened; and</li> <li>(c) notify them of the date, time, and location for public opening of Financial Parts of the Bids.</li> </ul>
	<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> <ul style="list-style-type: none"> <li>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;</li> <li>(b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and</li> <li>(c) notify them of the date, time and location for public opening of the Financial Parts of the Bids, <b>as specified in the BDS.</b></li> </ul>
	<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>
<b>I. Evaluation of Financial Parts of Bids</b>	
<b>35. Evaluation of</b>	35.1 To evaluate the Financial Part, the Employer shall consider the

<b>Financial Parts</b>	following:
	(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 Day work <sup>3</sup> items, where priced competitively;
	(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
	(c) price adjustment due to discounts offered in accordance with ITB 14.4;
	(d) Not used;
	(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
	(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
	35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria
<b>36. Correction of Arithmetical Errors</b>	<p>36.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:</p> <p>(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;</p> <p>(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</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount</p>

<sup>3</sup> 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.

	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.
<b>37. Conversion to Single Currency</b>	37.1 Not used.
<b>38. Margin of Preference</b>	38.1 Not applicable.
<b>39. Comparison of Financial Parts</b>	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.
<b>40. Abnormally Low Bids</b>	<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 <b>specified in the BDS</b>, 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>
<b>41. Unbalanced or Front-Loaded Bids</b>	<p>41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost, 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> <p>(a) accept the Bid without any additional Performance</p>

	<p>Security; or</p> <p>(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</p> <p>(c) reject the Bid if the risk cannot be mitigated through additional performance security.</p>
<b>42. Most Advantageous Bid</b>	<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>
<b>43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<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>
<b>44. Standstill Period</b>	<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>
<b>45. Notice of Intention to Award</b>	<p>45.1 Not used.</p>
<b>J. Award of Contract</b>	
<b>46. Award Criteria</b>	<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>
<b>47. Notification of Award</b>	<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</p>



	<p>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 Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Employer;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;</li> <li>(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</li> <li>(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.</li> </ul>
	<p>47.3 The Contract Award Notice shall be published on a National website (GoI website <a href="http://tenders.gov.in">http://tenders.gov.in</a> or GoI Central Public Procurement Portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a>) or on the Employer’s website, and on the e-procurement system.</p>
	<p>47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<b>48. Debriefing by the Employer</b>	<p>48.1 Not used.</p>
<b>49. Signing of Contract</b>	<p>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.</p>
	<p>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 alongwith the bid; and (c) shall sign, date and return the Agreement to the Employer alongwith the documents stated at (a) and (b) above.</p>
<b>50. Performance</b>	<p>50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall</p>

<b>Security</b>	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>
<b>51. Adjudicator</b>	51.1 The Employer proposes the person <b>named in the BDS</b> to be appointed as Adjudicator under the Contract, at the daily fee <b>specified in the BDS</b> , plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

## Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The number of the Request for Bids is: <b>1 (ONE)</b></p> <p>The Employer is: <b>The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5Th Floor), Salt Lake City, Kolkata- 700091</b></p> <p>The reference number of the Request for Bids (RFB) is: <b>WBIW/EE/DSID/DRIP-II/RFB-01/2024-25</b></p> <p>The name of the RFB is: <b>Renovation of Damodar Survey &amp; Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I &amp; W Dte. for the year 2023-2024.</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>1 (ONE)</b></p> <p>Identification: <b>WBIW/EE/DSID/DRIP-II/RFB-01/2024-25</b></p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	<p>The Borrower is: <b>Government of India</b>. The sub-Borrower is Irrigation &amp; Waterways Department, Government of West Bengal.</p> <p>Loan or Financing Agreement amount: <b>US\$ 4.58 million</b></p> <p>The name of the Project is: <b>Dam Rehabilitation and Improvement Project, Phase-II (DRIP-II)</b></p>
ITB 4.1	<p><b>Bids from Joint ventures are not acceptable.</b></p> <p>Whether Joint Ventures are permitted: <b>No</b></p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b></p> <p>(b) Place where the agreement to form JV to be registered is: <b>N/A</b></p>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
ITB 4.7	Deleted
<b>B. Contents of Bidding Document</b>	
ITB 7.1	<p><b>Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p><b>West Bengal Government e-procurement system, the e-tender portal of</b></p>

	Government of West Bengal operated by NIC viz National Informatics Centre. <b>URL : <a href="https://www.wbtenders.gov.in/">https://www.wbtenders.gov.in/</a></b>
<b>ITB 7.4</b>	A Pre-Bid meeting “ <i>shall</i> ” take place. Pre-Bid meeting will take place, at the following date, time and place: <b>Date: 04.10.2024;</b> <b>Time: 15:00 Hrs;</b> <b>Place: The Office of the Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Jalasampad Bhawan (5<sup>Th</sup> Floor), Salt Lake, Kolkata-700091</b>
<b>ITB 8.2</b>	The Corrigendum / addendum will appear on the e-procurement system under <a href="https://www.wbtenders.gov.in/">https://www.wbtenders.gov.in/</a> under “ <b>Latest Corrigendum</b> ” and email notification is also automatically sent to those bidders who have started working on this tender. The same may also be seen in the Departmental website <a href="http://wbiwd.gov.in">wbiwd.gov.in</a> .

### C. Preparation of Bids

<b>ITB 11.2 (j)</b>	The Bidder shall submit the following additional documents in its Bid:			
	<b>Sl. No.</b>	<b>Folder name</b>	<b>File Description</b>	<b>Details</b>
	I.	Certificates	certificates.pdf	<ol style="list-style-type: none"> <li>1. Latest Professional Tax Payment Certificate (PTPC)</li> <li>2. Valid PAN Card in the name of bidder/organization.</li> <li>3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever latest available.</li> <li>4. Valid GST Registration Certificate under GST Act &amp; Rules.</li> </ol>
	II.	Company Details	companydetails.pdf f1 companydetails.pdf f2	<ol style="list-style-type: none"> <li>1. For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies, Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation.</li> </ol>

			<p>2. <b>OTHER REQUIREMENTS:-</b> <u>For Partnership Firms:</u> Legally valid Partnership Deed, Trade License, Form-VIII/ Memorandum of Registration of Registrar of Firms.</p> <p>3. <u>For Companies:</u> Incorporation Certificate, Trade License, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members</p> <p>4. <u>For State Registered Co-operative Societies:</u> Society Registration certificate from ARCS of the State, Society by-Laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act &amp; Rules.</p>
III.	Credencial of work	<p>Credencial pdf 1 Credencial pdf 2</p>	<p>1. Work Order/ Award of Contract alongwith BoQ/SoR and LOA/LOI duly authenticated by issuing authority.</p> <p>2. Work completion Certificates should comprises with tender number, work order number, BoQ, tendered amount, amount put to tender, date of commencement, date of completion (in all respect ), payment certificate etc. duly authenticated by competent authority.</p>
IV.	Financial Information	<p>1.P/L and audited Balance sheet for year-1.pdf</p> <p>2. P/L and audited Balance sheet for year-2.pdf</p> <p>3. P/L and audited Balance sheet for year-3.pdf</p>	<p>1-3. Profit &amp; Loss accounts and audited balance sheets along with relevant annexures containing the designated Forms 3CA/ 3CB/3CD, as applicable under IT Act, in the name of the bidder for any three financial years within the zone of preceding five financial years from date of publication of RFB.</p>
V	Declarations	<p>Declaration.pdf 1</p>	<p>Technical manpower details for implementation of the project on pay role of the Bidder/ Company or on contract.</p>
<p>(i) Contractor Registration certificate as per IFB, if applicable</p> <p><b>(ii) Code of Conduct for Contractor's Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's</p>			

	<p>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 take into account specific Contract issues/risks.</p> <p><b>(iii) The bidder must have full time Supervisor or Engineer holding Electrical Supervisor certificate of Competency (granted by the concerned authority). The contractor should deploy Supervisor at site full time during construction.</b></p>
<b>ITB 11.3 (b)</b>	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> <li>(i) Letter of Bid for Technical Part</li> <li>(ii) Technical Proposal forms</li> <li>(iii) Letter of Bid for Financial Part</li> <li>(iv) The Priced Bill of Quantities</li> <li>(v) Scanned copy of Registration on e-procurement website</li> <li>(vi) Scanned copy of affidavit regarding the correctness of information furnished with the bid document</li> <li>(vii) Scanned copy of bid security in approved form</li> </ul> <p>Other relevant document required as per Bid</p>
<b>ITB 11.3 (d)</b>	<p>The Bidder shall submit the following additional documents in its Bid: <b>No alternative bid is required. No additional document is required.</b></p>
<b>ITB 12</b>	<p><b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal alongwith 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 alongwith the scanned copies of the supporting documents.</p>
<b>ITB 12.3</b>	<p>For submission of original documents, the Employer's address is: <b>The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Govt. of West Bengal, Jalasampad Bhawan (5<sup>Th</sup> Floor), Salt Lake, Kolkata-700091, West Bengal, India.</b></p>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> permitted.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.3</b>	Not Applicable
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
<b>ITB 14.5</b>	The prices quoted by the Bidder " <i>Shall not be</i> " subject to adjustment

	during the performance of the Contract.
<b>ITB 18.1</b>	The Bid validity period shall be <b>120 days</b> .
<b>ITB 19.1</b>	A Bid Security <b>“shall be”</b> required. The Bidder shall furnish a <b>Bid Security</b> in the amount of <b>INR 2.00 Lakh. (Rs. Two lakh only)</b>
<b>ITB 19.3</b>	The Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option: (b) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India; (c) Deleted; (d) Deleted; (d) Other types of acceptable securities are: NA  <i>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.</i>
<b>ITB 19.9</b>	<b>Deleted</b>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of <b>Legally valid Power of Attorney</b> which is required to demonstrate the authority of the signatory to sign the Bid. <b>Note:</b> Upload each and every page of bid document alongwith necessary testimonials duly digitally signed by the authorized person on behalf of the Bidder.
<b>D. Online Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	Class of DSC required is: <b>Class 3</b> Bidders willing to take part in the e-Tender are required to obtain a valid Digital Signature- Certificate (DSC) from any of the authorized ‘Certifying Authorities’ (CA) under Controller of Certifying Authorities (CCA), Department of Electronics & Information Technology (DEIT), Govt. of India. (viz. NIC, n-Code Solution, Safe srypt, e-Mudhra Consumer Services Ltd, TCS, MTNL, IDRBT) or as notified by the CA /Finance Department, GoWB from time to time. DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from any of the above CA, they are required to register the fact of possessing the DSC through the registration system available in the above mentioned websites. A list of such licensed CAs’ is also available in the CCA website cca.gov.in. The prospective contractors / bidders may contact the Departmental e-Tendering Help desk located at the 7th Floor of Jalasampad Bhavan at Bidhannagar, Sector-II, Kolkata, through e-mails irrigationhelpdesk@gmail.com and dvsc6816@gmail.com or Telephone No. 033-23346098 and the State Level e-Procurement Help Desk located at

	the Ground Floor of Jalasampad Bhavan through e-mail wbehelpdesk@gmail.com or Ph:(033)-2334 5161 on any working day between 10.30AM-5.30PM for any query on e-Tendering procedure, obtaining DSC and free of cost training on e-Procurement procedure.
<b>ITB 22.1</b>	<b>The deadline for uploading the Bids is:</b>  <b>Date: 28.10.2024</b> <b>Time: 12:00 Hours IST</b>
<b>ITB 24.1</b>	Re-submission of the bid is “ <i>Not Allowed</i> ”, if withdrawn.
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>ITB 25.1</b>	The online Bid opening of Technical Parts of Bids shall take place at:  <b>Office of the Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Jalasampad Bhawan (5<sup>Th</sup> Floor), Salt Lake, Kolkata-700091, West Bengal, India.</b>  <b>Date: 28.10.2024</b> <b>Time: 15:00 Hours IST</b>
<b>F. Evaluation of Bids – General Provisions</b>	
<b>ITB 29.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
<b>G. Evaluation of Bids - Technical Parts</b>	
<b>ITB 33.1</b>	The Employer “ <i>does not intend</i> ” to execute any specific elements of the Works by sub-contractors selected in advance <u><i>by the employer</i></u> .
<b>ITB 33.2</b>	[N/A]
<b>ITB 33.3</b>	[N/A]
<b>H. Public Opening of Financial Parts</b>	
<b>ITB 34.2 (c)</b>	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.  The online bid opening of Financial Parts of Bids shall take place at:  <b>The Office of the Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Jalasampad Bhawan</b>



	<p><b>(5<sup>Th</sup> Floor), Salt Lake, Kolkata-700091, West Bengal, India.</b></p> <p><b>Date:</b> to be notified later <b>Time:</b> to be notified later</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website <a href="https://www.wbtenders.gov.in/">https://www.wbtenders.gov.in/</a></p>
<b>I. Evaluation of Bids - Financial Parts</b>	
<b>ITB 40.2</b>	Provisions related to Abnormally Low Bids <i>shall apply</i> .
<b>ITB 41.2(b)</b>	Require that the amount of the Performance Security be fixed at the expense of the Bidder @ 5% of the Contract Price plus Environmental Social, Health and Safety (ESHS) performance Security @ 1% of the Contract price <i>plus @ 10% of Contract price as additional security for unbalanced bids, if the accepted bid value is below 20% of the Estimated amount</i> to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
<b>ITB 44.1</b>	<b>Standstill Period shall not apply as stated in ITB</b>
<b>J. Award of Contract</b>	
<b>ITB 47.3</b>	The Contract Award Notice shall be published on the Employer's website <a href="https://www.wbtenders.gov.in/">https://www.wbtenders.gov.in/</a>
<b>ITB 51</b>	<p>The Adjudicator proposed by the Employer is:</p> <p style="text-align: center;"><b><i>Sri Kausik Chattopadhyay, Ex- Secretary Irrigation &amp; Waterways Department, Government of West Bengal.</i></b> <b><i>Address: 19, Salimpur lane, Dhakuria, Kolkata- 700031</i></b></p> <p>The daily fee for this proposed Adjudicator shall be: <b><i>Rs 10,000 per day.</i></b></p> <p>The biographical data of the proposed Adjudicator is as follows:  <b>Education:</b> B.E. Civil, (Shibpur C.U.) M.Tech (IIT Madras.)  <b>Experience:</b> Worked in Irrigation &amp; Waterways Department, GoWB for 36 years in the capacity of AE, EE, SE, CE, and Secretary to the GOWB in Design&amp; Research, Construction etc. with in I&amp;WD.  <b>Age:</b>69 years  <b>Nationality:</b> Indian  Present Position: Retired Secretary to the Govt. of W.B, I&amp;WD, GoWB</p>

## **Section III - Evaluation and Qualification Criteria**

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

# 1. Technical Part

## 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include

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

For this purpose the Bidder should also submit:

A detailed note outlining its proposed methodology and program of construction including Contractor's Environmental and Social, Health Management Strategies and Implementation Plans (ES-MSIP), backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

## 1.3 Specialized Subcontractors–Not Applicable

.....

.....

## 2.1 Qualification Criteria

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	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	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	N/A	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	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	<b>State-owned enterprise or institution of the Borrower country</b>	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	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	N/A	N/A	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>4</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> April 2019</b> .	Must meet requirement <sup>9&amp;10</sup>	N/A	N/A	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period</b>	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	<b>Pending Litigation</b>	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

<sup>4</sup> Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>5</sup> since <b>1<sup>st</sup> April 2019</b> .	Must meet requirement	N/A	N/A	N/A	Form CON – 2
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the <b>past five years</b> <sup>6</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration .	N/A	N/A	N/A	Form CON-3 ES Performance Declaration

<sup>5</sup>The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last seven years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

<sup>6</sup>The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit <sup>7</sup> , and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>Rs.50 Lakhs</b> for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	N/A	N/A	N/A	Form FIN – 3.1, with attachments
		(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 Employer, for the <b>last five years</b> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and	Must meet requirement	N/A	N/A	N/A	

<sup>7</sup>In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		indicate its prospective long-term profitability.					
<p><b>Note:</b> The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank In India) in <b>form Fin 3.3</b></p>							
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual financial turnover of <b>Rs. 1.00 Crore [Indian Rupees One Crore only]</b> , calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by <b>five financial years (FY 2019-20, 2020-21, 2021-22, 2022-23 &amp; 2023-24)</b> . The annual turnover in each year should be clearly mentioned in a separate sheet and duly certified by the Chartered Accountant.	Must meet requirement	N/A	N/A	N/A	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts for similar works such as those pertaining to <b>Renovation &amp; Interior Decoration of Office</b> in the role of contractor for at least the <b>last five years</b> prior to the bid submission deadline.	Must meet requirement	N/A	N/A	N/A	Form EXP – 4.1



Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (a)	<b>Specific Experience</b>	<p>Bidder should have successfully completed as a prime contractor, minimum one (1) contract within the <b>last five(5) years (FY 2019-20to FY2023-24)</b>, with a value<sup>8</sup> of at least <b>Rs.60.00 lakhs</b>, which is similar to the proposed works. (Such as Renovation &amp; Interior Decoration of Office related works). The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.</p> <p>For this <b>Renovation &amp; Interior Decoration of Office</b> works: (Some Major important items such as Artificial flooring work, Aluminum sliding window work, false ceiling work, custom made wooden partition made out of hardwood frame work, custom made</p>	Must meet requirement	N/A	N/A	N/A	<p>Form EXP 4.2(a) The contractor should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.</p>

<sup>8</sup> At current financial year price level. Cost of completed works of previous years shall be given weightage @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		designer semi-Glazed wooden partition with 60% float glass work, Custom made storage Unit work, Custom made 'L' type modular table unit work, Custom made pedestal drawer unit work, custom made flush door work & Electrical Works as mentioned in the BOQ).					
4.2 (d)	<p><b>Bid Capacity:</b> 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 = <b>(A*N*1.15-B)</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 (<b>period upto 6 months to be taken as half-year and more than 6 months as one year</b>).</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> <p>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.</p>						

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (e)		Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: -					
		- made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;					
		- record of poor performance such as abandoning the works, not properly completion or financial failures etc.					
		- consistent history of litigation or arbitration awards against the bidder or any member or the joint venture.					
		- Participated in the previous bidding (if this is a re-bidding) for the same work and had quoted unreasonably high bid price and could not furnish any rational justification for the same to the Employer.					

### 3. Key Personnel

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

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

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

#### Key Personnel

Item No.	Position/specialization	Relevant academic qualification	Minimum years of relevant work experience
1	Project /Constriction Manager - 1(One)	Graduate in Civil Engineering.	5 Years
2	Site Engineer -1 (one)	Diploma in Civil Engineering	3 Years
3	Safety, Environment & Social Expert –1 (One) [Need Based]	Graduate in Civil Engg. /Graduate in Environment/ health	3 Years
4	Electrical Engineer- 1 (One)	Diploma in Electrical Engg.	3 Years
5	Electrical Supervisor- 1 (One)	ITI pass with valid License	3 Years

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.
  1. Irrigation & Waterways Departments, Govt. of West Bengal.
- [ii] without Government permission, any person who retired as gazetted officer within the last two years.

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

#### 4. Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Carpenter vice	2 Set.
2	30 mm Drill Hammer	4 nos.
3	Power Drill	3 nos.
4	Multipurpose Laser Level	2 Set.
5	T- Bar Clamp	4 nos.
6	Electric Scissors Rotary Cutter	4 Set.

#### Note:

- 1) The bidder should arrange all necessary equipments required for the proper and timely execution of the work. Nothing extra shall be paid on this account.
- 2) No tools and plants including any special Tools & Plants etc. shall be supplied by the Department and the contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.
- 3) The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire work period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work.

*[Based on the studies, carried out by the Project Manager the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule is shown in the above list. The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in Section IV to allow the employee to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.]*

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

Note for Bidders: "Form for Equipment" must be prepared for each equipment. Affidavit in place of Agreement regarding availability of equipment i.e. rented/ leased/ specially manufactured is acceptable.

**5. Multiple Contracts 'Not Applicable'**

**2. Financial Part****2.1 Margin of Preference - Not Applicable****2.2 Multiple Contracts- 'Not Applicable'****2.3 Sustainable procurement (Section VII - Specifications) –  
Not Applicable****2.4 Alternative Completion Times (ITB 13.2) - Not Applicable****2.5 Alternative Technical Solutions for specified parts of the  
Works (ITB 13.4) - Not Applicable****2.6 Other criteria (if permitted under ITB 35.1(f)): Not Applicable**

## **Section IV - Bidding Forms**



## Letter of Bid – Technical Part

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

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

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

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

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

**Alternative No<sup>1</sup>:** *[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 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;

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<sup>1</sup> Delete if not applicable

- (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 4.6<sup>2</sup>;
- (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 appointed<sup>3</sup> as Adjudicator, whose daily fees and biographical data are attached.

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

<sup>2</sup>Use one of the two options as appropriate

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

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

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

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

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

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

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

# **Technical Proposal**

## **Technical Proposal Forms**

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel (ES)**
- **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

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

	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>5.</b>	<b>Title of position: Sexual Exploitation, Abuse and Harassment Expert</b>	
	<i>[Where a 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>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>6.</b>	<b>Title of position:</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<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

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

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

<b>Project</b>	<b>Role</b>	<b>Duration of involvement [From - To]</b>	<b>Relevant experience</b>
<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
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

- (a) be taken into consideration during Bid evaluation;
- (b) 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.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer,</b>	<b>Model and power rating</b>
	<b>Capacity*</b>	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <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.

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

**Appendix to Technical Part**  
**Site Organization**

*[Insert Site Organization information]*

## **Appendix to Technical Part**

### **Method Statement**

*[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Contractor’s Environmental and Social, Health Management Strategies and Implementation Plans (ES-MSIP), backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated 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 and social risks and impacts, which as 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.

## **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 and Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions of Contract Sub-Clause 16.2.*

**Appendix to Technical Part**  
**Environmental and Social, Health Management Strategies and**  
**Implementation Plans**

**(ES-MSIP)**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (j) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

## 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)**

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**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.

**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 <ul style="list-style-type: none"> <li><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.</li> <li><input type="checkbox"/> Authorization to represent the firm or JV named in above, in accordance with ITB 20.</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li><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"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> </li> </ul>
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

(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

<b>JV Information</b>
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

### DETAILS OF PARTICIPATION IN THE JOINT VENTURE

(Where permitted as per BDS ITB 4.1)

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

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



## 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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> 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 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed 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 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.			

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

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

## Appendix to Technical Part

### Form CON – 3: Environmental and Social(ES) Performance Declaration

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

Bidder's Name: \_\_\_\_\_ *[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"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental 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>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
Year	Contract Identification		Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>Contract Identification: [indicate complete contract name/ number, and any other identification]</i> <i>Name of Employer: [insert full name]</i> <i>Address of Employer: [insert street/city/country]</i> <i>Reason(s) for calling of performance security: [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 <sup>1</sup> remaining to be completed (Rs. equivalent in million)	Anticipated date of completion	Average Monthly Invoicing Over Last Six Months (Rs./month) Equivalent in millions)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

---

<sup>1</sup>Attach certificate(s) from the Engineer(s)-in-Charge.

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

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

## 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, <u>(amount in Rs.)</u>				
	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 statements<sup>1</sup> (balance sheets, including all related notes, and income statements) for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>1</sup> 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

<b>Annual turnover data (construction only)</b>	
<b>Year</b>	<b>Amount in Rs.</b>
<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

(Where permitted as per BDS ITB 4.1)

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

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

Annual Turnover Data (construction only; in Rs. *)							
Member	Form 3.2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5	Average
<b>1. Member in charge</b>							
<b>2. Member</b>							
<b>3. Member</b>							
<b>TOTALS</b>							

**\* 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

Senior Bank Manager

## Address of the Bank

\* **Change the text as follows for Joint venture:** (Where permitted as per BDS ITB 4.1)

*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 [7] 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 Experience

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

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

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

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 fiveyears<sup>2</sup>. *[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:				

<sup>2</sup>Immediately preceding the financial year in which bids are received.



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

<b>Similar Contract No.</b>	<b>Information</b>
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.....

(Name of the Project)

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

(Bidder's Name and Address)

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

Dear Sir:

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

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

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

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

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

- 
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us alongwith the bid.
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 seven years from the date of acquisition.

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

(Signature) \_\_\_\_\_  
(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]<sup>3</sup> (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 \_\_\_\_\_ <sup>4</sup>for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

(1) If after Bid opening the 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

<sup>3</sup>Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

<sup>4</sup>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.

- (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.

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 \_\_\_\_\_<sup>5</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

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

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

\_\_\_\_\_  
[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.*

\_\_\_\_\_  
<sup>5</sup>45 days after the end of the validity period of the Bid.

## Appendix to Technical Part

### Form of Bid-Securing Declaration

(Where permitted under ITB 19.1)

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.*]

**Appendix to Technical Part**  
**Affidavit regarding correctness of information provided**

(To be produced on Rs 100/- Stamp paper and duly Notarized)  
 (to be Produced for each member of Joint Venture separately)

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

Dear Sir:

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

The documents attached/information provided by us for the aforesaid work in technical part are as follows :-

S.No.	Information/Documents attached

(1) We confirm that we are solely responsible for trueness and correctness of the all certificates/documents and information provided by us for above mentioned work.

Authorized Signatory.....

Name .....  
 For M/S .....  
 Address .....  
 Date :- .....

[ Notary ]

We hereby do solemnly affirm with oath that the all information and certificates/documents provided by us in the above mentioned work are absolutely true and correct to the best of our knowledge and we are wholly responsible for all information and certificates/documents provided.

Authorized Signatory.....  
 Name .....  
 For M/S .....  
 Address .....  
 Date :- .....

[ Notary ]



## 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.:**<sup>6</sup>*[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:

---

<sup>6</sup>Delete if not applicable

- (i) The discounts offered are: [*Specify in detail each discount offered*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (d) **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**  
**Bill of Quantities**

## Item Rate BoQ

Tender Inviting Authority: **The Executive Engineer, Damodar Survey & Investigation Division, I&W Dte., Jalasampad Bhawan, 5th Floor, Salt Lake, Kolkata- 700091**

Name of Work: **“Renovation of Damodar Survey & Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I & W Dte. for the year 2023-2024.”**

Contract No: **WBIW/EE/DSID/DRIP-II/RFB-01/2024-25**

Name of the Bidder/  
Bidding Firm /  
Company :

### PRICE SCHEDULE

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBE R #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Unit	RATE ( inclusive of all taxes ) In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	Civil Work for “Renovation of Damodar Survey & Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I & W Dte. for the year 2023-2024.”					

<b>2</b>	Dismantling artificial stone flooring upto 50 mm.thick by carefully chiselling without damaging the base and removing rubbish as directed within a lead of 75 m 5th Floor (Extra for each addl. Floor)	289.830	Sq.M.			
<b>3</b>	Dismantling carefully wood work in posts, postplates, rafters, partition etc., sorting and stacking servicable materials at site and removing rubbish as directed	21.057	Cu.M.			
<b>4</b>	Stripping off worn out plaster and raking out joints of walls, celings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed.	152.020	Sq.M.			
<b>5</b>	Taking out carefully G.C.I. or C.I. or asbestos sheets (including ridges etc.) from roof or wall after unscrewing bolts, nuts, screws etc.and stacking the material at site as directed.	53.580	Sq.M.			
<b>6</b>	Removal of rubbish.earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge	313.163	Cu.M.			
<b>7</b>	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. Pakur Variety. (a) 5th Floor	0.281	Cu.M.			
<b>8</b>	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor) (c) Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work In 5th Floor	4.125	Sq.M.			

9	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in 5th Floor	9.000	Sq.M.			
10	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface] Celling With 1:4 cement mortar c) 10 mm thick plaster	70.080	Sq.M.			
10.01	Internal With 1:4 cement mortar b) 15 mm thick plaster	81.940	Sq.M.			
11	Closing gap between door and window frame and jambs with cement mortar (1:3) including removing old mortar (throughout entire surface of contact) and cleaning the joint. (Cement 0.012 Cu.m/100 Mtr.)	128.000	%Meter			
12	Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 10 mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./sqM or using polymerised adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per sqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge. (White cement, synthetic adhesive and grout material to be supplied by the contrr[e]) (II) With Polymerised Adhesive [6 mm thick] & epoxy grouting materials for filling joints including spacer-2 mm [Applied directly over finished artificial stone floor/ mosaic etc.] A) Deep Colour & White	292.460	Sq.M.			

13	Supplying,fitting & fixing of 2-Track / 3-Track Aluminium sliding Window of all Aluminium sections viz. window frame (top,bottom & side frame), shutter (top, bottom, side & interlock member) made of aluminium alloy extrusions conforming to IS 733-1983 & IS 1285-1975, annodised conforming to IS 1868-1983, fitted with all other accessories viz. PVC roller, EPDM gasket, maruti lock, screws etc. including labour charges for fitting & fixing of aluminium 2-track/3-track sliding window with fixing of glass (excluding cost of glass) all complete as per architectural drawings and direction of Engineer-in-charge. 10-12 Micron thickness Annodizing film A) Deep Colour & White	433.880	Kg			
14	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987. ii) 4mm thick coloured / tinted / smoke glass	60.750	Sq.M.			
15	Removing loose scales, blisters etc. from old painted surface and thoroughly smoothening the surface to make the same suitable for receiving fresh coat of paint.	367.450	Sq.M.			
16	Rendering the surface of walls and ceiling with white cement based wall putty of approved make and brand (1.5mm thick)	408.730	Sq.M.			
17	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or concrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface throughly, complete as per manufacturer's specification and as per direction of the EIC. (In Ground Floor) (a)Two Coat	776.18	%Sqm			
18	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (to be done under specific instruction of Superintending Engineer): (Two coats) (ii) Luxury Quality	776.18	Sqm			

19	<p>Providing and fixing of false ceiling with powder coated exposed G.I. grid suspension system (E-Grid U-1520 or equivalent load carrying capacity with mid span deflection not exceeding 1/360 span with hanger spacing of 1200mm c/c ) consisting of Main Runner 3600 mm long, Cross Tee 1200 mm / 600 mm long and Wall Angle. The Wall Angle shall be fixed on PVC Dash Fasteners on the perimeter of the wall by steel screws with distance 300mm c/c. The Main Runners to be placed @ 1200 mm. The Cross Tee 1200mm will be inserted in the pre-cut slots of Main Runner at a regular interval of 600 mm to form a modular grid of 1200mm X 600mm. Additional Cross Tees of 600 mm shall be placed perpendicular to the Cross Tee 1200 mm long to finally form a grid of 600 mm X 600 mm. Grid of module size 600 mm X 600 mm shall be supported by 6 mm dia G.I. wire from purlins / soffit. 15mm thick OW Acoustic Board (Mineral Fiber Acoustic Ceiling Tiles) of approved pattern and size 595mm X 595mm with NRC value &gt; 0.65 should be placed in the Grid module to form a False Ceiling. All complete as per the drawing &amp; directions of Engineer-in-charge. 5th Floor</p> <p>a) Acoustic False Ceiling (with 15mm thick OW Acoustic Board and E-Grid U1520)</p>	363.146	Sqm			
20	<p>A) Custom made 63mm thick. F/Ht. Wooden Partition made out of Hardwood Frame work (Sal/ Badam) in 600 x 600 Grid, of finished size 50x50mm. Frame to have vertical member to be anchored to the slab soffit with the help of screws. Frame work to be finished with BWR graded IS 303 Ply wood of 6mm Thick of approved make and fixed on the either side, upto the slab soffit. 50mm glasswool of 48kg/Cum density to be infill for sound accoustic. all exposed surfaces of ply to be finished with 1.0mm laminate as per approved shade of the consultant/EIC. Rate to include necessary hardwares &amp; Adhesives to complete the work. measurement to be done on the basis of visible surface area (LxHt).</p>	190.968	Sqm			



21	B) Custom made 63mm Thk. F/Ht. Designer Semi-Glazed Wooden partition with 60% Float Glass. Partition to made out of 50x50mm Clear size wooden frame work as per the design. Bottom 100MM Ht. to be made out of block board construction, side solid portion to be 65mm solid parition, Frame work to be finished with 6mm BWR is 303 grade ply from both the ends, leaving the glazing area. 8mm Clear Float glass to be fixed with rubberwood moulding of required size. all visible surfaces of mouldingn to be finished with 5 coats of meamine finish on approved shade of staning. vertical suppport to be taken from slab soffit through wooden grid members, above false ceiling level to be packed with 6mm ply from both sides, without lamination.	71.197	Sqm			
22	B) Custom made 63mm Thk. Half height Designer Semi-Glazed Wooden partition with 60% Float Glass. Partition to made out of 50x50mm Clear size wooden frame work as per the design. Bottom 100MM Ht. to be made out of block board construction, side solid portion to be 65mm solid parition, Frame work to be finished with 6mm BWR is 303 grade ply from both the ends, leaving the glazing area. 8mm Clear Float glass to be fixed with rubberwood moulding of required size. all visible surfaces of mouldingn to be finished with 5 coats of meamine finish on approved shade of staning. vertical suppport to be taken from slab soffit through wooden grid members, above false ceiling level to be packed with 6mm ply from both sides, without lamination.	15.773	Sqm			
23	Providing and Supplying of F/Ht. Custom Made (2400mm Ht. X 500mm D) storages made out of 19mm BWR Grade Block boards of approved make and design. Storage to have 3 Nos intermediate shelves supported on SS supports. Shutters to be fixed on Auto-closing hinges. Hardwares to include lock, 150mm SS towerBolt, AutoClosing Cup Hinges (4Nos Each Shutter. All Exposed Edges to be finished with matching shade of Edge-Binding Tape	90.312	Sq.M.			
24	Size: 750Ht X 450Deep, with 150mm drawer and openable shutters below on auto closing hinges, all internal sufaces to be finished with 0.8mm balancing laminate. Hardwares to include conceal SS handles, 100mm SS towerbolt, Drawer lock. Exposed edges to be finished with matching shade of EDgebinding tape.	15.448	Sq.M.			

<b>25</b>	Existing Tables of following sized to be Re-Furbished with minor hardware hauling, replacement of damaged hardwares, polishing all internal & External surfaces with existing matching shade of polish. Szie: 1850 X 1200 X 750Ht	1.000	Each			
<b>26</b>	Existing Tables of following sized to be Re-Furbished with minor hardware hauling, replacement of damaged hardwares, polishing all internal & External surfaces with existing matching shade of polish. Size: 1500 X 950X 750Ht.	4.000	Each			
<b>27</b>	Providing & Fixing 'L' Type Modular table (1200 x 1200 x 750)mm with 19mm top, including modesty panel and 1200 ht partition on two sides. Table top to have font and side privacy panel of glass & Softboard on each of the sides. Make -Featherlite or equivalent.	14.000	Each			
<b>28</b>	Providing & Fixing 750 deep modular table (1200 x 1200 x 750)mm as per layout for 2 nos seating with 19mm top, including modesty panel and 1200 ht partition on two sides. Table top to have font and side privacy panel of glass & Softboard on each of the sides. Make -Featherlite or equivalent.	1.000	Each			
<b>29</b>	Custom made Running table counter of 800mmX600 mm deep, made out of 19mm block board construction of IS 303 grade of approved make. 19mm vertical support @ every 750mm distance with each sides supported with vertical panel. Top exposed surfaces to be finished with 1.0mm laminate of approved shade and internally finished with 0.8mm laminate of off-white shade	5.448	Meter			
<b>30</b>	Custom made Running table counter of 600mm deep, made out of 19mm block board construction of IS 303 grade of approved make. 19mm vertical support @ every 750mm distance with each sides supported with vertical panel. Top exposed surfaces to be finished with 1.0mm laminate of approved shade and internally finished with 0.8mm laminate of off-white shade.	9.470	Meter			
<b>31</b>	Suplying & Fixing Curtains with lining cloth, fixed on curtain rods of 18mm dia of aluminim grade. Curtains to be fully stitched and prepared to be hanged on the curtan rods via nikel (coated) rings for smooth movement.	92.950	Sq.M.			

<b>32</b>	Providing & Applying Decorative 6-8mm thick decorative charcoal sheet planks on existing 12mm ply panelling as per the approved design, as per the manufacturer's specification.	31.440	Sq.M.			
<b>33</b>	Custom made Pelmet on the window side to support AC Fittings, made out of 19mm BWR grade Block Board finished with 1.0mm laminate on both the sides, edge to be finished with edgebinding tape of matching shade Rate to include 25x38mm hardwood frame for support through out the length.	36.260	Meter			
<b>34</b>	Custom made 35mm Flush door BWR Grade, finished with 1.0mm laminate of approved shade. Edges to be finished with hardwood lipping of 38mmx4mm finished with approved shade of staining/ polishing. 8.0mm Clear Float Bevelled glass to be inserted with 'L' type moulding. Hardwares to include godrej/hardwyn dor closure, 450mm 'H' Type SS Matt Finish Handle of 28-30mm dia. Required adhesive to be of repute brand and make. Refer Detail DWG a) Size: 1500 mm X 2100 mm ( Main Entrance )	2.000	Each			
<b>34.01</b>	b) 900mm X 2100mm ( Cabin Entrance)	6.000	Each			
<b>34.02</b>	c) 1000mm X 2100 mm ( Store Room Entrance)	2.000	Each			
<b>35</b>	Custom made 35mm flush door (900x1800) for open cabin areas, finished with 1.0mm laminate of approved shade fixed on bearing spring hinges for Auto-closing facility. Hardware to include 450mm SS handle, dead lock and vision panel of 4'0"x1'0" clear glass. For All Cabin Door & Main Entrance & Store Room	10.000	Each			
<b>36</b>	Custom made Wooden door jamb/ Frame with 19mm Block Board, section = 150mm x 100mm with 15mm rebate for door and hinges. edge to have wooden moulding made out of 25x25mm hard wood., finished with smooth polish with matching stain. All visible surfaces to finished with 1.0mm laminate of approved shade. Jamb to be fixed to wall/ partition with suitable bolts/ screws. Refer DWG.	52.400	Meter			

37	Custom Made Pedestal Drawer Unit (Size: 2'5" Ht x 11'4" W x 1'8" D)made out of Block Board Construction with 3Nos drawer as per the Design to run on telescopic channels of approved make. All exposed surfaces to be finished with 1.0mm laminate of approved shade & Design, internal surfaces finished with 0.8mm laminate. hardwares to include 100mm SS handles and Lock (Ramson/Hitachi)make For Work Stations	32.000	Each			
38	Providing and fixing of Frosted film of reputed make as per the design and direction of the consultant/EIC on clear glass.	53.000	Sq.M.			
39	Custom made Planter Box with 19mm Block Board. (Size: 1200L x 400D x 400Ht) for Accomodating plant pots. All external surfaces to be finished with 1.0mm laminate and internally with 0.8mm. Edges to be finished with Edge Bnding Tape of matching shade, Refer-DWG for Detail.	12.000	Each			
40	<b>Electrical Work for “Renovation of Damodar Survey &amp; Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I &amp; W Dte. for the year 2023-2024.”</b>					
41	Supplying and fixing 415V, TPN SFU with sheet steel enclosure on flat iron/angle iron frame on wall with nuts bolts etc incl. S & F 3 nos. DIN type HRC fuse as per rating. Angle iron frame, 160A, Make : L & T	1.000	Each			

42	<p>SITC of 2mm thk CRCA sheet of dimension : 1050mm (H) x 600 mm (B) x 300 mm (D) Supply, fixing, testing &amp; commissioning wall/floor mounted LT panel primer coated with powder coated paint &amp; provided with required gasket for dust/vermin proof with degree of protection IP42 suitable for 415Volt 3phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6mm for doors) duly compartmentalized for incomer, bus section, outgoing, cable alleys &amp; CT, PT Ampere , Volt , selector switches, frequency , phase indicating lamp, Energy complete including cost of busbar supports, detachable cable gland plates, 2 earthing terminals, internal wiring &amp; fixing of separately supplied MCBs, MCCBs, ACB, panel mounted changeover switch/SFUs, etc. as required but excluding cost of busbar strips, Ampere , Volt , selector switch as per approved design &amp; specification</p> <p>Material description :</p> <p>INCOMER:</p> <p>1. 4P MCCB, DN2-250D, 160A, Cat No : CM92108OOM10G, Make : L &amp; T with spreader terminal &amp; rotary handle with on indication lamp (1 no) with 6A SPMCB protection .....1 No</p> <p>OUTGOING :</p> <p>1. MCCB, 4P, DU125H, 100-125A, Breaking Cap: 65KA, Cat No : CM90679OOL0, Make : L &amp; T with on indication lamp (1 no) with 6A SPMCB protection ..... 2 Nos</p> <p>BUS BAR :</p> <p>4 nos Cu Tinned Bus bar 50 mm x 5 mm (thk)</p> <p>METERING :</p> <p>1. Supply of moving iron type analog AC ammeter (accuracy class 1.5), model-SMI-96 of following range, 0 to 200A with ASS for measuring Current in Each phase with OFF ..... 1 SET</p> <p>2. Supply of 0 to 600V range moving iron type analog AC voltmeter (accuracy class 1.5), model-SMI-96 with VSS for measuring voltage Votage between phases with OFF .... 1 SET</p> <p>3. Three (03) nos RYB ON indication lamp ..... 3 Nos</p> <p>CT &amp; PT :</p> <p>Supply of indoor tape insulated ring type low tension current transformer of following rating 200/5A 15VA, CI 1.0 ..... 3 Nos</p> <p>BUS BAR : 50mm x 5 mm for bus bar and interconnection bars from I/C MCCB to BUSBAR &amp; from BUSBAR to O/G MCCBs</p>	1.000	Each			
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<b>43</b>	SUPPLYING OF FOLLOWING XLPE INSULATED ALUMINUM CONDUCTOR ARMORED CABLES OF 1.1KV GRADE AS PER IS 7098 (PART 1) 1988 WITH UP TO DATE AMENDMENTS. i) 4 Core 95 sq mm	20.000	Meter			
<b>43.01</b>	ii) 4 core 50 sq mm	60.000	Meter			
<b>43.02</b>	iii) 2 Core 10 sq mm	225.000	Meter			
<b>44</b>	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of XLPE/PVC armoured cables as below : i) for 4 core Upto 95 sq mm	2.000	Each			
<b>44.01</b>	ii) for 4 core Upto 50 sq mm	4.000	Each			
<b>44.02</b>	iii) for 2 core Upto 10 sq mm	30.000	Each			
<b>45</b>	Finishing the end of following XLPE/PVC armoured cables by crimping method incl. supplying and fixing solderless socket (Dowels make), tapes, anticorrosive paste & jointing materials : i) 3½ core 95 sqmm cable	2.000	Each			
<b>45.01</b>	ii) 3½ core 50 sqmm cable	4.000	Each			
<b>45.02</b>	iii) 2 core 10 sqmm cable	30.000	Each			
<b>46</b>	Supplying and fixing double door Vertical TPN MCB Distribution board for MCCB incomer with IP-42/43 protection, on angle iron frame on wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link & provision for earthing attachment. i) Legrand upto 160A, 8 WAY Enclosure (607914)	2.000	Each			
<b>47</b>	Supplying and fixing double-door SPN MCB Distribution Board with IP-42/43 protection, concealed in wall after cutting the wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link & provision for earthing attachment. i) Legrand 2+12 Way Enclosure (607712)	15.000	Each			

<b>48</b>	Supplying and fixing 415 V Four Pole MCCB of Breaking capacity 25kA/35kA with fixed thermal and fixed magnetic / adjustable thermal and fixed magnetic setting in existing DBs / enclosure and necessary connection i) Legrand 100A FP	2.000	Each			
<b>49</b>	Supplying and fixing 240/415 V MCB Isolator on din rail of existing DBs and necessary connection. i) Legrand, 63A DP	15.000	Each			
<b>50</b>	Supplying and fixing 240/415 V MCB of Breaking capacity 10kA & C characteristics on din rail of existing DBs and necessary connection i) Legrand 40A, SP	48.000	Each			
<b>50.01</b>	ii) Legrand 6-32A, SP	180.000	Each			
<b>51</b>	Laying of cable from 3/3½ core 35 sqmm to 50 sqmm on wall/surface incl. S & F MS saddles with earthing attachment in 2 x 10 SWG GI (Hot Dip) Wire, making holes etc. as necy., mending good damages and painting	12.000	RM			
<b>52</b>	Laying of cable as below, on existing Cable Tray and binding with suitable size GI wire. i) Up to 50 sqmm	48.000	RM			
<b>53</b>	Laying of cable above 3½ core 50 sqmm and upto 3½ core 90 sqmm on wall/surface including S & F MS clams with earthing attachment in 2 x 10 SWG GI (Hot Dip) Wire, making hole etc. as necy., mending good damages and painting	6.000	RM			
<b>54</b>	Laying of cable as below, on existing Cable Tray and binding with suitable size GI wire. ii) From 70sqmm to 150sqmm	14.000	RM			
<b>55</b>	Laying of cable upto 2 core 25 sqmm on wall/surface incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot Dip) Wire, making holes etc. as necy. mending good damages and painting	225.000	RM			

<b>56</b>	Cutting channel of 43 mm x 43 mm size on masonry wall incl. S&F heavy gauge polythene pipe dia as stated below, by means of iron hooks and supplying and drawing 18 SWG GI Wire as fish wire incl. mending good damages to building works. i) 25 mm dia 3 mm thick polythene pipe without earth continuity wire	198.000	RM			
<b>57</b>	Connecting the equipments to earth busbar including S & F GI (Hot Dip) wire of size as below on wall/floor with staples buried inside wall/floor as required and making connection to equipments with bolts, nuts, washers, cable lugs etc. as required and mending good damages i) No 6 SWG	80.000	RM			
<b>57.01</b>	ii) No 10 SWG	225.000	RM			
<b>58</b>	Cutting channel of 31 mm x 31 mm size on masonry wall incl. S&F heavy gauge polythene pipe dia as stated below, by means of iron hooks and supplying and drawing 18 SWG GI Wire fish wire incl. mending good damages to building works i) 13 mm dia 3 mm thick polythene pipe without earth continuity wire	150.000	RM			
<b>59</b>	Cutting channel of 40 mm x 40 mm size on masonry wall incl. S&F heavy gauge polythene pipe dia as stated below, by means of iron hooks and supplying and drawing 18 SWG GI Wire as fish wire incl. mending good damages to building works i) 19 mm dia 3 mm thick polythene pipe without earth continuity wire	76.000	RM			
<b>60</b>	Supplying and Drawing 1.1 KV single core stranded 'FR' PVC insulated & unsheathed single core stranded copper wire (Brand approved by EIC) of the following sizes in the prelaid polythene pipe and by the prelaid GI fish wire and making necy. connection as required i) 2x36/0.3 (2.5 sqmm) + 1x22/0.3 (1.5 sqmm) as ECC	900.000	RM			
<b>60.1</b>	ii) 2x56/0.3 (4 sqmm) + 1x36/0.3 (2.5 sqmm) as ECC	361.000	RM			



61	<p>Distribution wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated &amp; unsheathed copper wire (Brand approved by EIC) partly in 20mm size PVC rigid conduit 'FR' (Precision make) [for horizontal run &amp; above false ceiling portion only] and in 19mm bore, 3mm thick polythene pipe [for vertical run embedded in wall], with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated &amp; unsheathed copper wire for ECC, to light/fan/call bell points with Modular type switch (Brand approved by EIC) fixed on Modular GI switch board complete with 2 no. suitable size "Ph &amp; N" copper bar with top cover plate making earthing attachment fixed on wall incl. mending good damages to original finish. <b>[PVC Rigid Conduit only for horizontal run &amp; above false ceiling and vertical run concealed]</b></p> <p>i) Average Run 5 Mtr</p>	135.000	Point			
62	<p>Distribution wiring in 1.1 KV grade 22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated &amp; unsheathed copper wire (Brand approved by EIC) in 20mm size PVC rigid conduit 'FR' (Precision make), with 1.1 KV grade 1 x 22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated &amp; unsheathed copper wire as ECC, to 6A 3 pin Modular type plug socket &amp; switch (Brand approved by EIC) on 4 Module GI switch board with 3/4 Module top cover plate on wall incl. necy. connection making earthing attachment, painting and mending good damages to building works.</p> <p>i) On Board</p>	30.000	Point			
63	<p>Supplying &amp; Fixing GI Modular Switch Board of the following sizes complete with top cover plate flushed in wall for housing the board after cutting the brick wall incl. making earthing attachment, painting and mending good damages to building works</p> <p>i) 2 Module</p>	70.000	Each			
64	<p>Supplying &amp; Fixing GI Modular Switch Board of the following sizes complete with three no. suitable size Copper bar with holes (for Ph, N &amp; E) fixed on bakelite/Hard Rubber insulator over the MS welded chairs incl. top cover flushed in wall for housing the board after cutting the brick wall incl. making earthing attachment, painting and mending good damages to building works</p> <p>i) 12 Module</p>	45.000	Each			

<b>65</b>	Supply & Fixing 240 V 6 A Modular type switch (Brand approved by EIC) on existing GI Modular type switch board having top cover plate and making necessary connections as required	90.000	Each			
<b>66</b>	Supply & Fixing 240 V 16 A Piano key type switch (Brand approved by EIC) on GI Modular type switch board having top cover plate and making necessary connections as required	90.000	Each			
<b>67</b>	Supply & Fixing 240 V, 6A, 5 pin Modular type plug socket (Brand approved by EIC), without switch & plug top, on existing GI Modular type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	135.000	Each			
<b>68</b>	Supply & Fixing 240 V, 16 A, 3 pin Modular type plug socket (Brand approved by EIC), without plug top and switch, on existing GI Modular type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	90.000	Each			
<b>69</b>	Supply & Fixing 240 V, 25 A, 3 pin Modular type plug socket (Brand approved by EIC), without plug top and switch, on existing GI Modular type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	19.000	Each			
<b>70</b>	Supply & Fixing 240 V, 25 A, 3 pin Modular type plug top with indicator (Brand approved by EIC) & necy. Connections.	19.000	Each			
<b>71</b>	Supply & Fixing 240 V, 25 A, Modular type starter (Brand approved by EIC) with 25A Modular switch type DP MCB (CCurve) and 4 Module GI Modular type switch board with 4 Module top cover plate flushed in wall incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	19.000	Each			

<b>72</b>	Supply and Installation of Split type room air conditioning machine of following tonnage capacity 3 star rating fitted with rotary compressor and cooling capacity min. 6000 k cal/Hr., minimum discharge air flow 800cum mtr, 800EER ( W/W) 2.7-2.89. (Rates are inclusive of extra refrigerant pipe drain pipe connecting cable) up to the satisfaction of the EIC. i) 1.5 Ton (Make : Voltas/ Hitachi) 3 star non-inverter type	2.000	Each			
<b>72.01</b>	ii) 2.0 Ton (Make : Voltas) 3 star non-inverter type	2.000	Each			
<b>73</b>	Supply and Installation of Cassette type room air conditioning machine of following tonnage capacity 3 star rating fitted with rotary compressor and cooling capacity min. 6000 k cal/Hr., minimum discharge air flow 800cum mtr, 800EER ( W/W) 2.7-2.89. (Rates are inclusive of extra refrigerant pipe drain pipe connecting cable) up to the satisfaction of the EIC. i) 2.0 Ton Cassette AC Make : Hitachi/Voltas	4.000	Each			
<b>74</b>	Supply and fixing of philips Soft Glow Office compliant fully diffused recessed mounted 2'X2' false ceiling based LED light including connection by 1.5 sq mm cu wire. i) Make : Philips 36 Watt	65.000	Each			
<b>75</b>	Supply and fixing of GreenLED Ultima Square (6" x 6" ) , incl cutting the false ceiling in reqd dimensions also the wiring and connection of the light by 1.5 sq mm cu wire complete. i) Make : Philips, 10 watt square/ round	70.000	Each			
<b>76</b>	Supplying of approved make wall fan oscillating type with base, blades, guard, speed regulator etc. AC 230- 250 volts. i) 400mm sweep	40.000	Each			

<b>77</b>	Providing & Fixing of ISI marked (IS : 15778 - 2007) Rigid CPVC drain water piping 6 kg/ cm <sup>2</sup> with fittings like elbow, socket, Tee etc& support with MS hanger on ceiling or recessed in wall with chasing & plastering with 6 mm thick closed cell elastomeric nitrile rubber insulation complete in all respect. i) 20mm dia	95.000	RM			
<b>77.01</b>	ii) 25mm dia	95.000	RM			
<b>78</b>	Supply, installation, testing & commissioning of suction/discharge copper pipe line in split air conditioning unit 1.0/1.5 TR/2 TR/3 TR capacity including brazing, nitrile rubber insulation 6/9mm thick class 'O', etc complete as required. i) Copper tube 3/8"	50.000	RM			
<b>78.01</b>	ii) Copper tube 1/2"	50.000	RM			
<b>79.02</b>	iii) Copper tube 5/8"	50.000	RM			
<b>80</b>	Supplying and fixing polythene pipe complete with fittings as necy. under ceiling/beam, bound with 22 SWG GI binding wire incl. supplying and drawing 1x18 SWG GI Wire as fish wire inside the pipes and fittings and providing 50 mm dia disc of MS sheet (20 SWG) having colour paint at one face fastened at the load point end of the polythene pipe with fish wire (synchronizing with roof/beam casting work of buildin construction) i) 13mm dia 3mm thick Polythene Pipe	750.000	RM			
<b>80.01</b>	ii) 19mm dia 3mm thick Polythene Pipe	285.000	RM			

81	<b>NOTE : RATE entered by the bidder in blue cells (i.e. Column no. 13) should also include applicable contingent charges i.e. Transportation, handling charges etc. and applicable Insurance GST, Labour welfare Cess (@1% will be deducted from gross bill value).</b>		
<b>Total in Figures</b>			
<b>Quoted Rate in Words</b>			

## **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*

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## **Section VI - Fraud and Corruption**

**(Section VI shall not be modified)**

### **1. Purpose**

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

### **2. Requirements**

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

2.2 To this end, the Bank:

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

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

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

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 inspect<sup>3</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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**

## Specifications

All specifications of works shall be as per latest approved schedule of Irrigation & Waterways Department (I&WD) and Public Works Department (PWD), Government of West Bengal.

The method of measurement of completed work for payment shall be in accordance with latest approved schedule of Irrigation & Waterways Department (I&WD) and Public Works Department (PWD), Government of West Bengal.

Bidder may go through the following link <https://wbpwd.gov.in/home/schedule> & [https://wbiwd.gov.in/index.php/applications/unified\\_schedule\\_of\\_rates](https://wbiwd.gov.in/index.php/applications/unified_schedule_of_rates) for latest approved schedules of Irrigation & Waterways Department (I&WD) and Public Works Department (PWD), Government of West Bengal. Related approved schedules with corrigendum's are listed below in connection with the relevant specification and mode of measurement related to this work.

Building Works, Materials & Labour (Volume-I) - Schedule
Schedule of rates Volume-I (Incorporation of GST Act,2017 & All Addenda & Corrigenda of SOR,01.12.2015)Building Works With effect from- 01.11.2017
Schedule of rates of PWD (W.B) 2015 for Building Works, Materials and Labour (Volume-I)with effect from- 01.12.2015
1st Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 01.12.2015, DOP-15/01/2016
2nd Corrigenda & Addenda for Schedule of Rates of Pwd (W.B)-2015 wef 01.12.2015 DOP-24/02/2016
3rd Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 01.12.2015 DOP-20/05/2016
4th Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.12.2015 DOP-22/07/2016
5th Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.12.2015 DOP-04/11/2016
6th Corrigenda & Addenda for Schedule of Rates of PWD(W.B) w.e.f 01.12.2015 D.O.P - 06/02/2017
7th Corrigenda & Addenda for Schedule of Rates of PWD(W.B) w.e.f 01.12.2015 D.O.P - 28/06/2017
1st Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 01.11.2017, DOP-08/01/2018
2nd Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 01.11.2017, DOP-18/04/2018
3rd Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 01.11.2017, DOP-04/06/2018
4th Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 10/01/2019, DOP-10/01/2019
5th Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 16/04/2019 D.O.P-16.04.2019

### Building Works, Materials & Labour (Volume-I) - Schedule

6th Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 29/07/2019
8th Corrigenda & Addenda for Schedule of rates PWD (WB)w.e.f 04.09.2019
9th Corrigenda & Addenda for Schedule of rates PWD (WB)w.e.f 01.11.2019
10th Corrigenda & Addenda for Schedule of rates PWD (WB)w.e.f 01.11.2019
11th Corrigenda & Addenda for Schedule of Rates PWD(W.B)w.e.f-01.11.2017 DOP-14.02.2020
12th Corrigenda & Addenda for Schedule of Rates PWD(W.B) w.e.f - 01.11.2017 D.O.P-14.10.2020
13th Corrigenda & Addenda for Schedule of Rates PWD(W.B) w.e.f - 01.11.2017 D.O.P-26.02.2021
14th Corrigenda & Addenda for Schedule of Rates PWD(W.B) w.e.f - 01.11.2017 D.O.P-08.03.2021
15th Corrigenda & Addenda for Schedule of Rates PWD(W.B) w.e.f - 01.11.2017 D.O.P-07.09.2022

### Sanitary & Plumbing Works (Volume-II) - Schedule

Schedule of rates Volume-II (Incorporation of GST Act,2017 & All Addenda & Corrigenda of SOR, 01.12.2015)Sanitary & Plumbing Works With effect from- 01.11.2017
Schedule of rates of PWD (W.B) 2015 for Sanitary & Plumbing Works (Volume-II)with effect from- 01.12.2015
1st Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.12.2015 DOP-22/07/2016
2nd Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.12.2015 DOP-04/11/2016
3rd Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.12.2015 D.O.P-06/02/2017
1st Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.11.2017 DOP-18/04/2017
4th Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.12.2015 D.O.P - 28/06/2017
2nd Corrigenda & Addenda for Schedule of Rates of PWD (W.B) w.e.f 01.11.2017 DOP-04/06/2018
3rd Corrigenda & Addenda for Schedule of Rates of Pwd (W.B) w.e.f 21.07.2019 DOP-29/07/2019
5th Corrigenda & Addenda for Schedule of rates PWD (WB)w.e.f 04.09.2019
6th Corrigenda & Addenda for Schedule of rates PWD (WB)w.e.f 01.11.2019
7th Corrigenda & Addenda for Schedule of rates PWD (WB)w.e.f 01.11.2017

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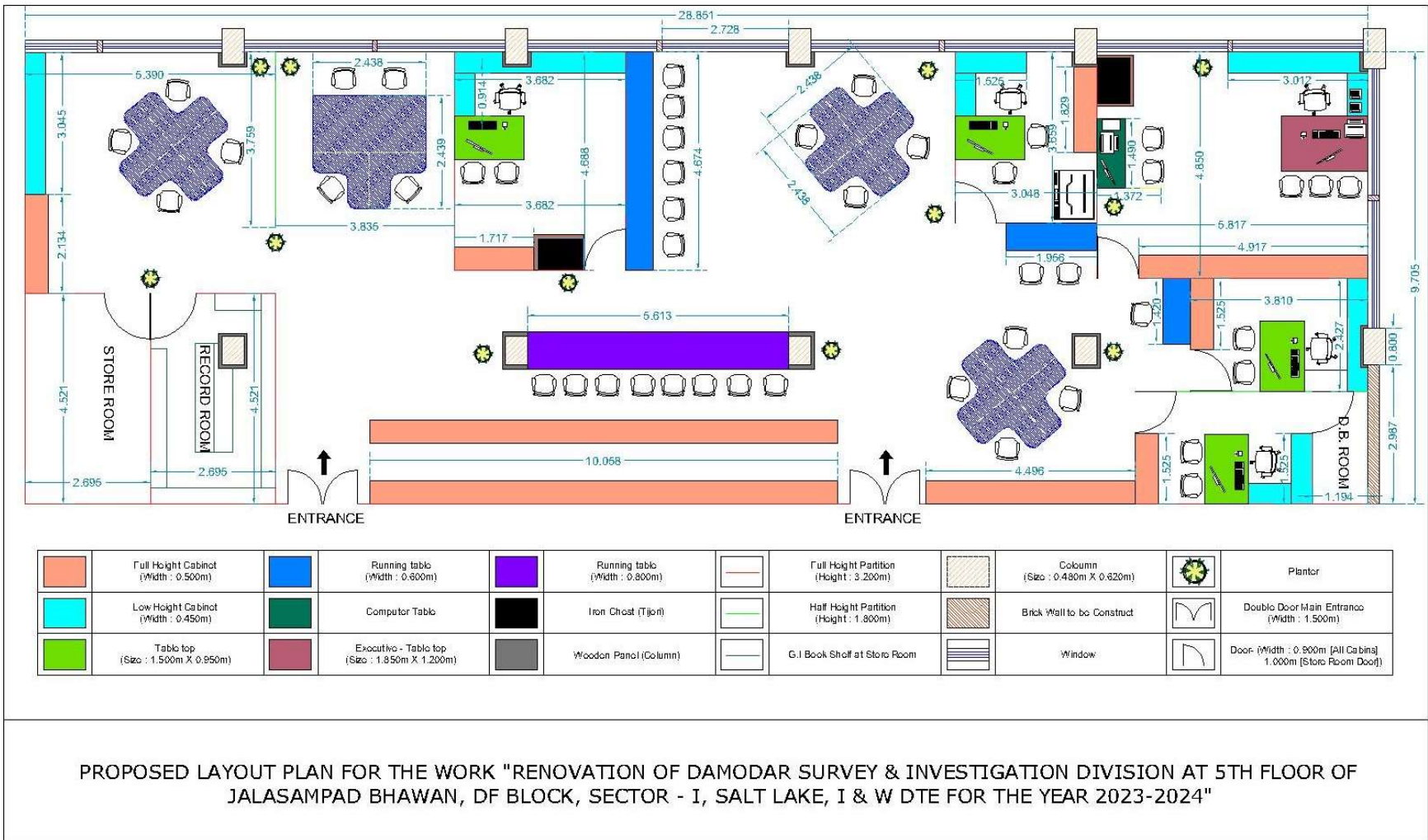
**Electrical Works**

PWD Schedule of Rates (Electrical Works) Vol - I November 2017

PWD Schedule of Rates (Electrical Works)

PWD Schedule of Rates (Temporary IT Infrastructural Works)

**Drawing Plan Layout for “Renovation of Damodar Survey & Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I & W Dte. for the year 2023-2024.”**





## Environmental and Social Requirements

(As and where applicable under relevant sections)

*[The Employer's team preparing the ES requirements should include a suitably qualified Environmental and Social specialist/s.*

*In preparing detailed specifications for ES requirements the Borrower should refer to and consider the applicable environmental and social standards in the ESF including the specific requirements set out in the Environmental and Social Commitment Plan (ESCP), ESIA/ESA/ESMP, EHSGs and other GIIP as well as SEA and SH prevention and management obligations.*

*The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract (and the corresponding Particular Conditions of Contract if any), and other parts of the Specifications.*

*The following is a non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to ES matters stated in the Specifications.]*

<b>Sub- Clause/Clause No.</b>	<b>Sub-Clause/Clause</b>	<b>Remarks</b>
8.2	<i>Other Contractors</i>	<i>Indicate specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.</i>
9.4.1, 9.4.2, 9.4.7, 9.4.8	<i>labor</i>	<i>State applicable requirements in accordance with the labor management procedure.</i>
9.4.6	<i>Facilities for Staff and Labor</i>	<i>-Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor's Personnel is required.</i>
9.4.20	<i>Training of Contractor's Personnel</i>	<i>As set out in the ESCP, specify, details of any training to relevant Contractor's Personnel to be provided by the Employer's Personnel on environmental and social aspects. (whom, what, when, where, how long etc.)</i>
15.2	<i>Contractor to Construct the Works</i>	<i>If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable technical standards and requirements including to address:</i>

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
18.2	Health and Safety Obligations	<ul style="list-style-type: none"> <li>• <i>climate change considerations,</i></li> <li>• <i>universal access,</i></li> <li>• <i>risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events, applicable certification or approval requirements</i></li> </ul> <p><i>[Refer to ESS4 on requirements for design]</i></p>
18.3	Protection of the Environment	<p><i>Indicate any additional requirements for the health and safety manual</i></p> <p><i>Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities that shall not be exceeded.</i></p>
19.1	Archeological and Geological Findings	<p><i>Specify other requirements if any in accordance with the ESF – ESS8</i></p>
29.1	Security of the Site	<p><i>State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP and applicable laws. Include any other requirement set out in the ESCP.</i></p>

*In addition to provisions in the above table, the Employer shall specify the following as applicable.*

#### ***Management and Safety of Hazardous Materials***

*As applicable, specify requirements for the management and safety of hazardous materials (see ESF - ESS4 para. 17 and 18 and relevant guidance notes).;*

#### ***Resource Efficiency and Pollution Prevention and Management***

*As applicable specify Resource Efficiency and Pollution Prevention and Management measures (see ESF -ESS3 and relevant guidance notes).*

- ***Resource efficiency***

*The Employer shall specify, as applicable, measures for improving efficient consumption of energy, water and raw materials, as well as other resources.*

- ***Energy:*** *When the Works have been assessed to involve a potentially significant use of energy, specify any applicable measures to optimize energy usage.*



- **Water:** *When the Works have been assessed to involve a potentially significant use of water or will have potentially significant impacts on water quality, specify any applicable measures that avoid or minimize water usage so that the Works' water use does not have significant adverse impacts on communities, other users and the environment.*
- **Raw material:** *When the Works have been assessed to involve a potentially significant use of raw materials, specify any applicable measures to support efficient use of raw materials.*
- **Pollution prevention and management**
  - **Management of air pollution:** *specify any measure to avoid or minimize Works related air pollution. See also GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
  - **Management of hazardous and nonhazardous wastes:** *specify any applicable measures to minimize the generation of waste, and reuse, recycle and recover waste in a manner that is safe for human health and the environment including storage, transportation and disposal of hazardous wastes. See also GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
  - **Management of chemicals and hazardous materials:** *specify any applicable measures to minimize and control the release and use of hazardous materials for Works activities including the production, transportation, handling, and storage of the materials. See also GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*
- **Biodiversity Conservation and Sustainable Management of Living Natural Resources**

*The Employer shall specify, as applicable, Biodiversity Conservation and Sustainable Management of Living Natural Resources (see ESF - ESS6 and relevant guidance notes).*

*This includes, as applicable:*

- *invasive alien species: managing the risk of invasive alien species during the execution of the Works;*
- *sustainable management of living natural resources; and*
- *certification and verification requirements for the supply of natural resource materials where there is a risk of significant conversion or significant degradation of natural or critical habitats.*

*See also GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*

- **Road Safety**

- *State any specific traffic and road safety requirement, as applicable. See also Sub-Clause 9.3 of the General Conditions of Contract. For details, refer to the Guidance Note on Road safety.*

## **PAYMENT FOR ES REQUIREMENTS**

*The Employer's ES and procurement specialists should consider how the Contractor will cost the delivery of the ES requirements. In the majority of cases, the payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. For example, normally the cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic and road safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sums could be set aside for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.*



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

## **Section VIII - General Conditions of Contract**

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

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

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## 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) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and

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

- (mm) **“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
- (nn) **“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,<sup>1</sup> 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 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,

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

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

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- 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.

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- 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, Inspections and Audits**

**22.1** The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

**22.2** The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

**22.3 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, sub consultants, 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 sub consultants' 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 Sub clause.

- 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.

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## **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 Programs 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.<sup>2</sup>

- 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

<sup>2</sup> In lump-sum contracts, delete this paragraph.

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,<sup>3</sup> 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 Certificates**

**44.1** The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

**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.<sup>4</sup>

**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

<sup>3</sup> In lump-sum contracts, add "or Activity Schedule" after "Program."

<sup>4</sup> In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

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<sup>5</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

<sup>5</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.



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.

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**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. Day works**

- 55.1** If applicable, the Day works 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 Day works 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 Day works subject to

obtaining signed Day works 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.

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**66. Force Majeure      66.1 Definition of Force Majeure**

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors ,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- (vi) Spread of any Pandemic diseases

**66.2 Notice of Force Majeure**

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations , the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure

shall not apply to obligations of either Party to make payments to the other Party under the Contract.

### **66.3 Duty to Minimise Delay**

Each Party shall at all times use all reasonable endeavors to minimise any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

### **66.4 Consequences of Force Majeure**

If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 66.2 [*Notice of Force Majeure*], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Clause 46 [*Compensation Events*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 32371 Extension of the Intended Completion Date ,and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 66.1 [*Definition of Force Majeure*] and, in the case of sub- paragraphs (ii) to (iv) occurs in the Country, payment of any such Cost.

After receiving this notice, the Engineer shall proceed in accordance with Clause 4 [*Project Manager's Decisions*] to agreed or determine these matters.

### **66.5 Force Majeure Affecting Sub- Contractor**

If any Sub-contractor is entitled under any contract or agreement relating to the works to relief force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

### **66.6 Optional Termination, Payment and Release**

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 66.2 [*Notice of Force Majeure*], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 61.4 of Clause 61 [*Termination*].

Upon such termination, the Engineer shall determine the value of

the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) any other Cost or liability which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

#### **66.7 Release from Performance under the Law**

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 66.6 [*Optional Termination, Payment and Release*] if the Contract had been terminated under Sub-Clause 66.6.



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## **APPENDIX A TO GENERAL CONDITIONS**

### **Fraud and Corruption** *(Text in this Appendix shall not be modified)*

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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

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

knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>6</sup> (ii) to be a nominated<sup>7</sup> 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 inspect<sup>8</sup> all

<sup>6</sup> 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.

<sup>7</sup> 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.

<sup>8</sup> 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.

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.

## 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. Reducing Noise Pollution;*
  - Adhering to local ordinances about noise pollution can help create goodwill with the surrounding community. Installing temporary barriers around the construction site can significantly reduce noise levels. Limiting noisy activities to designated hours can reduce disturbance to nearby residents.
  - It's also smart to post notices and send letters to residents outlining the details of the construction project, such as when construction will take place and how long you expect the project to last.
- d. Reducing Waste Generation;*
  - Construction businesses can cut down on the consumption of new materials by buying used, salvaged or recycled materials. And they can reduce the waste they generate by sending their construction and demolition debris to be recycled and used again in new projects.  
Appliances, fixtures, hardware and materials like brick, wood, metals, plastic and concrete are all good candidates for salvage or recycling. Metals and wood have high recycling value, and materials like bricks and concrete can find new life as fill or driveway bedding.
  - **Implement a waste management plan;**  
Proper disposal of waste materials is essential for reducing the environmental impacts of building construction. Implementing a waste management plan can help minimize waste and ensure it is disposed of responsibly.

**1. Always wear PPE;**

All workers and visitors in the construction site should wear the appropriate PPE to reduce exposure to various hazards on the worksite. Common PPEs include goggles, helmets, gloves, ear muffs or plugs, boots, and high-visibility vests and suits; if applicable.

**2. Be mindful and follow signs;**

Safety signs allow management to warn and raise health and safety awareness for employees and visitors. Appropriately place them around the site where necessary. Workers should be familiar with the construction site safety tips and different signs: prohibition signs, mandatory signs, warning signs, safe condition signs, and firefighting equipment signs.

**3. Provide clear instructions;**

A **site induction** for **general contractors** should be present on site. This will enable new workers to be familiar with site operations. **Toolbox talks** are also an effective way of relaying health and safety instructions to the workforce. It is conducted before commencing work on either a daily or more frequent basis.

**4. Keep the construction site tidy;**

Ensure that debris, dust, loose nails, and stagnant water from excavations and backfilling are not just lying around the site. The construction site must be cleaned daily and remain clutter-free to prevent slips and trips.

**5. Organize and store tools properly;**

Ensure that no tools are lying around, and leave lights and power tools unplugged. Following construction site rules will help prevent tools from getting damaged or even causing injury to workers. Organizing them in their rightful place will also allow for easy navigation.

**6. Use the right equipment for each task;**

Often, accidents occur due to the misuse of a tool or equipment. Avoid using makeshift tools. Instead, use the correct tool to get the job done quicker and safer.

**7. Prepare an emergency response plan;**

An emergency response plan directs the workforce on what to do when emergencies like natural disasters, fire, hazardous material spills, or other types of incidents occur. Have a dedicated team responsible for managing emergency crises, answering questions, and reporting potential hazards, quality issues, or near misses.

- e. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*

**f. health and safety supervision;**

- i. 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);

**g. 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);**

**h. training:**

- i. number of new workers, number receiving induction training, dates of induction training;
- ii. 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.
- iii. 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.

**i. 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;

**j. 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. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

**k. compliance:**

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## 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.*

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is: The World Bank
<b>GCC 1.1 (r)</b>	The Employer is <b>The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5Th Floor), Salt Lake City, Kolkata- 700091</b> on behalf of Irrigation & Waterways Department, Government of West Bengal
<b>GCC 1.1 (v)</b>	The Intended Completion Period/ Date for the whole of the Works shall be <b>180 days.</b>
<b>GCC 1.1 (y)</b>	The Project Managers is:  <b>The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate.</b>  [The Executive Engineer, Metropolitan Electrical Division, I&W Dte. will provide necessary technical support to the concerned Executive Engineer for execution of the electrical work.]
<b>GCC 1.1 (aa)</b>	The Site is located at : <b>“Office of The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5Th Floor), Salt Lake City, Kolkata- 700091”</b> and Drawing Plan Layout is defined in the specifications part under the <b>Section VII-Works’ Requirements.</b>
<b>GCC 1.1 (dd)</b>	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor.
<b>GCC 1.1 (hh)</b>	The Works consist of <b>“Renovation of Damodar Survey &amp; Investigation Division at 5th floor of Jalasampad Bhawan, DF Block, sector -I, Salt Lake , I &amp; W Dte. for the year 2023-2024.”</b> Consisting of all civil and electrical works of the building. Identification number of Contract is: <b>WBIW/EE/DSID/DRIP-II/RFB-01/2024-25</b>
<b>GCC 1.1 (jj)</b>	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.”



	<p>The following is added as GCC 1.1. (jj)  “Sexual Exploitation and Assault” “(SEA)” stands for the following:</p> <p>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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.</p> <p>Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.</p>																					
<b>GCC 2.2</b>	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>																					
<b>GCC 2.3(i)</b>	<p>The following documents also form part of the Contract:</p> <table border="1" data-bbox="451 940 1421 1869"> <thead> <tr> <th data-bbox="451 940 557 1003">S. No.</th> <th data-bbox="565 940 776 1003">Document</th> <th data-bbox="784 940 1421 1003">Description of the document</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1010 557 1140">1.</td> <td data-bbox="565 1010 776 1140">Construction Methodology</td> <td data-bbox="784 1010 1421 1140">Construction methodology given in bid amended as per comments of employer given in letter of acceptance.</td> </tr> <tr> <td data-bbox="451 1146 557 1287">2.</td> <td data-bbox="565 1146 776 1287">Quality control</td> <td data-bbox="784 1146 1421 1287">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 data-bbox="451 1293 557 1360">3.</td> <td data-bbox="565 1293 776 1360">Fraud and Corruption</td> <td data-bbox="784 1293 1421 1360">Appendix A – Fraud and Corruption</td> </tr> <tr> <td data-bbox="451 1367 557 1434">4.</td> <td data-bbox="565 1367 776 1434">Environmental and Social</td> <td data-bbox="784 1367 1421 1434">Appendix B - Environmental and Social (ES) Metrics for Progress Reports.</td> </tr> <tr> <td data-bbox="451 1440 557 1780">6.</td> <td data-bbox="565 1440 776 1780">Construction Programme</td> <td data-bbox="784 1440 1421 1780">A detailed Construction Programme in MS project including L2 PERT Chart to be submitted within 14 days of delivery of Letter of Acceptance, in consultation with and necessary modification of (if required) the Construction Schedule (attached as Annexure-A, Appendix to Technical Part, in Technical Proposal Forms under Section IV) and as approved by the Project Manager.</td> </tr> <tr> <td data-bbox="451 1787 557 1854">4.</td> <td data-bbox="565 1787 776 1854">Environmental and Social</td> <td data-bbox="784 1787 1421 1854">Appendix B - Environmental and Social (ES) Metrics for Progress Reports.</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	4.	Environmental and Social	Appendix B - Environmental and Social (ES) Metrics for Progress Reports.	6.	Construction Programme	A detailed Construction Programme in MS project including L2 PERT Chart to be submitted within 14 days of delivery of Letter of Acceptance, in consultation with and necessary modification of (if required) the Construction Schedule (attached as Annexure-A, Appendix to Technical Part, in Technical Proposal Forms under Section IV) and as approved by the Project Manager.	4.	Environmental and Social	Appendix B - Environmental and Social (ES) Metrics for Progress Reports.
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	<i>[list any other documents]</i>
<b>GCC 3.1</b>	The language of the contract is <b><i>English</i></b> . The law that applies to the Contract is the laws of Union of India.
<b>GCC 4.1</b>	The following is inserted as a sub-paragraph at the end of GCC 4.1: “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.”
<b>GCC 5.1</b>	The Project manager <b><i>may</i></b> delegate any of his duties and responsibilities.
<b>GCC 7.1</b>	The ceiling for sub-contractor is: <b><i>Not Applicable</i></b>
<b>GCC 8.1</b>	Schedule of other contractors: <b><i>Not Applicable</i></b>
<b>GCC 9</b>	The following is inserted as a sub-clause at the end of GCC 9.2: “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.”  The following sentence is deleted from first paragraph of GCC 9.4.1: “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.”  GCC 9.4.3 and GCC 9.4.4 are deleted.  The following sub-clauses are inserted at the end of GCC 9.4: “9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor <sup>9</sup> .  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

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<sup>9</sup>Based on Government Directives.

	<p>(including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental 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>
<p><b>GCC 9.1</b></p>	<p>Key Personnel and equipment:</p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>The Contractor shall have a Code of Conduct for the Contractor’s Personnel, and shall ensure that each Contractor’s Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same.</p> <p>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</p>

	<p>posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid &amp; construction methodology].</i></p> <p><b>To be done during Contract signing</b></p>
<b>GCC 9.2</b>	<p>The following is inserted as GCC 9.2 (e), (f), and (g):</p> <p>“(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 without due clearance;  (g) breaches the Code of Conduct for the Contractor’s Personnel (ES).”</p>
<b>GCC 9.10</b>	<p>The following is inserted as GCC 9.10:</p> <p>“The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor’s Personnel. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.”</p>
<b>GCC 9.11</b>	<p>The following is inserted as GCC 9.11:</p> <p>“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 health and safety training. As stated in the Specification 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.</p> <p>The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.</p>

<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p><i>[Employers should fill these columns carefully in consultation with insurance companies. It should not be left blank]</i></p> <table border="1" data-bbox="448 352 1422 1108"> <thead> <tr> <th data-bbox="448 352 558 491">S.No.</th> <th data-bbox="558 352 870 491">Description</th> <th data-bbox="870 352 1097 491">Minimum cover for Insurance</th> <th data-bbox="1097 352 1422 491">Maximum deductible for Insurance</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 491 558 630">(i)</td> <td data-bbox="558 491 870 630">Works and Plant and Materials which are incorporated in works</td> <td data-bbox="870 491 1097 630">Equivalent to the cost of contract</td> <td data-bbox="1097 491 1422 630">Rs. 01.00 Lac</td> </tr> <tr> <td data-bbox="448 630 558 768">(ii)</td> <td data-bbox="558 630 870 768">Loss or damage to Construction Equipment</td> <td data-bbox="870 630 1097 768">Rs.10.00 Lac</td> <td data-bbox="1097 630 1422 768">Rs.0.10 Lac</td> </tr> <tr> <td data-bbox="448 768 558 831">(iii)</td> <td data-bbox="558 768 870 831">Other Property</td> <td data-bbox="870 768 1097 831">Rs.10.00 Lac</td> <td data-bbox="1097 768 1422 831">Rs.0.10 Lac</td> </tr> <tr> <td data-bbox="448 831 558 1003">(iv)</td> <td data-bbox="558 831 870 1003">Personal injury or death insurance: a) for other people;</td> <td data-bbox="870 831 1097 1003">Min 4 occurrence of Rs.5 Lac each at a time</td> <td data-bbox="1097 831 1422 1003">Rs.0.10 Lac</td> </tr> <tr> <td data-bbox="448 1003 558 1108"></td> <td data-bbox="558 1003 870 1108">b) for Contractor's Employees</td> <td colspan="2" data-bbox="870 1003 1422 1108">In accordance with the statutory requirements applicable in India</td> </tr> </tbody> </table>	S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials which are incorporated in works	Equivalent to the cost of contract	Rs. 01.00 Lac	(ii)	Loss or damage to Construction Equipment	Rs.10.00 Lac	Rs.0.10 Lac	(iii)	Other Property	Rs.10.00 Lac	Rs.0.10 Lac	(iv)	Personal injury or death insurance: a) for other people;	Min 4 occurrence of Rs.5 Lac each at a time	Rs.0.10 Lac		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India	
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<b>GCC 14.1</b>	<p>Site Data are: at the <b>Office of The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5Th Floor), Salt Lake City, Kolkata- 700091</b></p>																								
<b>GCC 15.2</b>	<p>The following is added as sub-clause 15.2:          “If so instructed by Project Manager, the Contractor shall submit to the Project Manager for review, a health and safety manual, specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual and its updates shall be reviewed along with the Contractor’s Environmental and Social Management Plan (C-ESMP) described in sub-clause 16.2.”          Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.</p>																								
<b>GCC 16.1 (add new 16.2)</b>	<p><b>ES Management Strategies and Implementation Plans</b></p> <p>The following is inserted as a new sub-clause 16.2:          “<b>16.2</b> The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment,</p>																								

	<p>geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project manager gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.</p> <p>The Contractor shall submit, to the Project manager for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project manager for Review.”</p>
GCC 20.1	<p>The Site Possession Location(s): at the <b>“Office of the Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5Th Floor), Salt Lake City, Kolkata- 700091”</b>.</p> <p>The Site Possession Dates shall be: <b><u>(To be mentioned in the Notice to Proceed)</u></b></p>
GCC 23.1 & GCC 23.2	<p>Name of the agreed Adjudicator <b><i>Sri Kausik Chattopadhyay, Ex- Secretary Irrigation &amp; Waterways Department, Government of West Bengal.</i></b> <b><i>Address: 19, Salimpur lane, Dhakuria, Kolkata- 700031</i></b></p> <p>The daily fee for this proposed Adjudicator shall be: <b><i>Rs 10,000 per day.</i></b></p> <p>The biographical data of the proposed Adjudicator is as follows: <b>Education:</b> B.E. Civil, (Shibpur C.U.) M.Tech (IIT Madras.) <b>Experience:</b> Worked in Irrigation &amp; Waterways Department, GoWB for 36 years in the capacity of AE, EE, SE, CE, and Secretary to the GOWB in Design&amp; Research, Construction etc. within I&amp;WD. <b>Age:</b>69 years <b>Nationality:</b> Indian Present Position: Retired Secretary to the Govt. of W.B, I&amp;WD, GoWB</p>
GCC 24.3	<p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p><b><i>Rs 10,000 per day Plus reimbursable expenses (actual boarding, lodging, travel &amp; other incidental expenses)</i></b></p>

<b>GCC 24.4</b>	<p>The procedure for adhoc arbitration will be as follows:</p> <ul style="list-style-type: none"><li>(a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</li><li>(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 <b>Indian Council of Arbitration</b> 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 making such an appointment shall be furnished to each of the parties.</li><li>(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.</li><li>(d) Arbitration proceedings shall be held at <b>Kolkata, West Bengal, India</b> and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</li><li>(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.</li><li>(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</li></ul>
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	<p>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 <b>120 days</b> of starting of the proceedings <i>[indicate the days (Between 120-180) by which arbitrator should give award]</i>.</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>*Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at <b>Kolkata, West Bengal</b>, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English”. <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs. 1 crore unless the parties have agreed otherwise for a sole arbitrator]</i>.</p>
<b>B. Time Control</b>	
<b>GCC 30.1</b>	<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> <p><i>[This program should be in adequate detail and generally conform to the program submitted along with bid. Deviations, if any from that should be clearly explained and should be satisfactory to the Project Manager]</i></p>
<b>GCC 30.3</b>	<p>The period between Program updates is 14days.</p> <p>The amount to be withheld for late submission of an updated Program is INR 5,00,000/-</p> <p>The period for submission of progress reports is <i>[30]</i> days.</p>
<b>GCC 31</b>	GCC 31.1 is replaced with the following:



	<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>
<b>GCC 34</b>	<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 <b>indicated in PCC</b>. 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>
<b>GCC 34.1</b>	<p>Venue of management meeting will be <b>Office of The Executive Engineer, Damodar Survey &amp; Investigation Division, Irrigation &amp; Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (5Th Floor), Salt Lake City, Kolkata- 700091.</b></p>
<b>C. Quality Control</b>	
<b>GCC 36</b>	<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 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>
<b>GCC 37</b>	<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>

	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.”
<b>GCC 38.1</b>	<p>The Defects Liability Period is: <b>03 (Three) Years.</b></p> <p><b>Note: 10% of the Contract Price is kept as “Security Deposit” for this work until the Defects Liability period is over.</b></p> <p>The “Security Deposit” will be released after correction of defects (if applicable) as per instruction of Project Manager in the following manner:</p> <ul style="list-style-type: none"> <li>• After completion of 1<sup>st</sup> Year <b>30%</b> of “Security Deposit”.</li> <li>• After completion of 2<sup>nd</sup> Year another <b>30%</b> of “Security Deposit”.</li> <li>• After completion of 3<sup>rd</sup> Year rest of <b>40%</b> of “Security Deposit”.</li> </ul>
<b>GCC 39.1</b>	<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>
<b>D. Cost Control</b>	
<b>GCC 41</b>	<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 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</p>

	percent, except with the prior approval of the Employer.”
<b>GCC 42</b>	<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>
<b>GCC 42.7</b>	Provisions related to Value Engineering do not apply.
<b>GCC 43.1</b>	<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>
<b>GCC 44</b>	<p>At the end of GCC 44.1 after the word ‘previously’, the following words are added:</p> <p>“alongwith 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>
<b>GCC 45</b>	<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 &amp; taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate <b>stated in the PCC.</b>”</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</p>

	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.”
<b>GCC 45.1</b>	Interest rate for Delayed payment is 5% per annum
<b>GCC 45.3</b>	All payments (and deductions) shall be paid or charged in Indian Rupees.
<b>GCC 45.5</b>	<i>[Deleted]</i>
<b>GCC 47</b>	<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 GST 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>
<b>GCC 48</b>	All payments shall be made in Indian Rupees.
<b>GCC 49.1</b>	<b>Price Adjustment :Not Applicable</b>
<b>GCC 50.1</b>	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.
<b>GCC 50.2</b>	<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>
<b>GCC 51</b>	<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> <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</p>

	<p>Contractor’s other obligations and liabilities under the contract.”</p> <p>In the first sentence in GCC 51.2 the following words are inserted after the words ‘Intended Completion Date’:</p> <p>“including milestones”</p>
<b>GCC 51.1</b>	<p>The liquidated damages for the whole of the Works are <b>0.05% of the final Contract Price</b> per day. The maximum amount of liquidated damages for the whole of the Works is <b>10 percentage</b> of the final Contract Price.</p>
<b>GCC 52.1</b>	<p><b>Provisions related to Bonus do not apply.</b></p>
<b>GCC 53.1</b>	<p>The amount of the advance payments are: <b>N/A</b></p>
<b>GCC 54</b>	<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 <b>specified in the PCC</b>, 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> <p>If the terms of the Performance Security and additional security, specify its expiry date, and the Contractor has not become entitled to receive the Completion Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and additional security, until the end of extended Completion Period.”</p>
<b>GCC 54.1</b>	<p>The Performance Security amount is Five percent of the Accepted Contract Amount plus Ten percent of Contract price as additional security for unbalanced bids [in terms of ITB Clause 41.2], <b>if the accepted bid value is below 20% of the Estimated amount</b> and Environmental and Social (ES) Performance Security amount is One Percent of the Accepted Contract Amount. The standard forms of Performance Security and if applicable ES Security acceptable to the Employer shall be unconditional 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>

<b>E. Finishing the Contract</b>	
<b>GCC 59.1</b>	The following is added after the words ‘issue a payment certificate’ at the end of GCC 59.1:  “within 56 days of receiving the contractor’s revised account”
<b>GCC 60.1</b>	The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of work, as the case may be 180 days after commencement of works.  The date by which “as built” drawings (in scale) including a compact disc containing digitized drawings in 2 sets are required, is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be 180 days after commencement of works.
<b>GCC 60.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 60.1 is Rs. Rs.100000/-
<b>GCC 61</b>	The following sub-clauses are added after GCC 61.2 (h):  “(i) The contractor has contravened Clauses 7 and 9 of GCC.  (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.  (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.
<b>GCC 61.2 (g)</b>	The maximum number of days is: <b>28 days</b> after commencement of works
<b>GCC 62</b>	The following is added after the words ‘issue of the certificate’ in the first sentence of GCC 62.1;  “less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law,”  The following is added after the words ‘date of the certificate’ at the end of GCC 62.2:  “less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law”
<b>GCC 62.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.



# Appendices



## Appendix 1

### **Salient Features of Labour & Environment Protection Laws<sup>10</sup>**

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

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

<sup>10</sup>This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

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

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

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

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- (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 Trans boundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste

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

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



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

## Appendix 2

## Tables of Adjustment Data

(Cl. 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 <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	S <sub>6</sub>	S <sub>7</sub>	S <sub>8</sub>	S <sub>9</sub>
1.	Fixed	a	15	15	15	15	15	15	15	15	15
2.	Labour [L]	b									
3.	Steel [S]	c									
4.	Cement [C]	d									
5.	Plant & Equipment spares [E]	e									
6.	Diesel and Petroleum products [D]	f									
7.	Bitumen [B]	g									
8.	Others [O]	0									
	<b>Total</b>		<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

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 2011-2012 = 100 on the Base Date

Base Date = Deadline for submission of bids

S. No.	Cost Element	Sym bol	Indices or Cost on the Base Date	Index for adjustment	Sources of Index
[1]	[2]	[3]	[4]	[5]	[6]
1.	Fixed	a			
2.	Labour	b	L <sub>o</sub> - all India average Consumer Price Index(CPI) Number for Industrial Workers for ..... centre <sup>11</sup> (Base 2001 = 100) on the base date.	L <sub>n</sub> -CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S <sub>o</sub> – Whole-sale Price Index (WPI) for Steel [ <i>Steel Long</i> ]	S <sub>n</sub> -WPI for the month which is two months prior to the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India.
4.	Cement	d	C <sub>o</sub> -WPI for Grey Cement	C <sub>n</sub> -WPI for the month which the cement is brought to site or one month prior to the month to which IPC is related, whichever is less	Economic Advisor, Ministry of Commerce and Industry, Government of India
5.	Plant & Equipment spares	e	E <sub>o</sub> -WPI for “Construction machinery ”	E <sub>n</sub> – WPI for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India
6.	Diesel <sup>12</sup>	f	Do-Unit Cost from the identified depot on the base date	D <sub>n</sub> -Unit Cost for on the first day of the month to which the IPC relates	From the ..... Depot
7.	Bitumen <sup>13</sup>	g	Bo-Unit Cost from the identified refinery on the base date	B <sub>n</sub> - Cost per unit quantity on the first day of the month in which the material is brought to site or two months prior to the date to which IPC is related	From .... Refinery
8.	Others	h	Oo- All India Wholesale Price Index(WPI) for all commodities	On- All India WPI for all commodities for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India

<sup>11</sup> The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.

<sup>12</sup> The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.

<sup>13</sup> The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

IPC – Interim Payment Certificate

Appendix -3<sup>14</sup>  
**Appointment of Adjudicator**

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

Sub: \_\_\_\_\_ (Name of the Contract)

**To**

Name and address of the Adjudicator

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

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

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

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

The Adjudicator will be paid a fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs. 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

<sup>14</sup> 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.

Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

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

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

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

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

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

Read and Agreed

Name of Adjudicator

Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

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

## **SUMMARY OF 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 modified<sup>15</sup> 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 amounts<sup>16</sup> 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 upto 28 days from the date of completion i.e. upto . . . . . 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:]***

<sup>15</sup>Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

<sup>16</sup>Insert amounts for (i) Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41; and (ii) ES Performance Security respectively.

We accept that \_\_\_\_\_ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator<sup>17</sup>.

*[or]*

We do not accept that \_\_\_\_\_ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 51.1 and GCC 23.1<sup>18</sup>.

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

[OR]

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

We have reviewed the construction methodology submitted by you alongwith the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including 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: .....

<sup>17</sup>To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

<sup>18</sup>To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (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

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address,  
Date

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

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

Performance Guarantee No..... *[insert guarantee reference number]*

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

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

\_\_\_\_\_ *[address of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Contractor<sup>19</sup>]* (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 guarantee<sup>20</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

<sup>19</sup>*In the case of a JV, insert the name of the Joint Venture*

<sup>20</sup>*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.*



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

This guarantee shall be valid until .....<sup>21</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>21</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

**Environmental and Social (ES) Performance Security**  
**ES – Bank Guarantee**

*[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 Contractor<sup>22</sup>]* (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 guarantee<sup>23</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

<sup>22</sup>*In the case of a JV, insert the name of the Joint Venture*

<sup>23</sup>*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.*

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

This guarantee shall be valid until .....<sup>24</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>24</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

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

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

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

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Subclause 53.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Contractor<sup>25</sup>]* (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 guarantee<sup>26</sup>]* \_\_\_\_\_ *[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.

<sup>25</sup>In the case of a JV, insert the name of the Joint Venture

<sup>26</sup>An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

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

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

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

## Retention Money Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

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

**RETENTION MONEY GUARANTEE NO.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of contractor<sup>27</sup>]* (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 words<sup>28</sup>]* 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]*.

<sup>27</sup>*In the case of a JV, insert the name of the Joint Venture*

<sup>28</sup>*The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security.*

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

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*[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.***