



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Executive Engineer,
Metropolitan Drainage Division-I,
Jalasampad Bhawan (4m Floor), South Block, Bidhannagar, Salt Lake City, Kolkata - 700091
Phone No.-033-23346713, E-Mail ID: executiveengineermdd1@gmail.com

Dam Rehabilitation & Improvement Project (DRIP)

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/MDD-1/DRIP/RFB-01/2024-25

Memo No.2176

Dated 04.10.2024

NAME OF WORK:Renovation of Meeting Room of State Project management Unit and its sound system at Ground Floor of Jalasampad Bhawan, Salt Lake City under DRIP-II

PERIOD OF DOWNLOADING OF BIDDING DOCUMENT ONLINE	:	FROM	08/10/2024 10.00 Hrs.	TO	24/10/2024 14.00 Hrs.
TIME AND DATE OF PRE-BID MEETING	:		ON 23/10/2024	AT	14.00 Hrs.
LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS	:		ON 21/10/2024	AT	14.00 Hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS	:		ON 24/10/2024	AT	14.00 Hrs.
*TIME AND DATE OF OPENING OF BIDS TECHNICAL PART	:		ON 24/10/2024	AT	16.00 Hrs.
TIME AND DATE OF OPENING OF BIDS FINANCIAL PART	:		ON 06/11/2024	AT	16.00 Hrs.
VALIDITY REQUIRED FOR BANK GURANTEEE FOR BID SECURITY	:	AT LEAST UPTO 28/02/2025			
TIME AND DATE OF OPENING OF BIDS-FINANCIAL PART	:	<i>The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.</i>			
PLACE OF OPENING OF BIDS	:	<i>Office of the Executive Engineer, Metropolitan Drainage Division-I, Irrigation & Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (4m Floor), South Block, Bidhannagar, Salt Lake City, Kolkata - 700091</i>			
OFFICER INVITING BIDS	:	<i>The Executive Engineer, Metropolitan Drainage Division-I, Irrigation & Waterways Directorate, Government of West Bengal, Jalasampad Bhawan (4m Floor), South Block, Bidhannagar, Salt Lake City, Kolkata - 700091</i>			

REQUEST FOR BIDS

(RFB)



Government of West Bengal
Irrigation & Waterways Directorate
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Phone No.-033-23346713, E-Mail ID: executiveengineermdd1@gmail.com

Dam Rehabilitation & Improvement Project (DRIP)

REQUEST FOR BIDS (RFB)

E-Procurement Notice

(Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Name of Project: Dam Rehabilitation & Improvement Project (DRIP)

Contract Title: Renovation of Meeting Room of State Project management Unit and its sound system at Ground Floor of Jalasampad Bhawan, Salt Lake City under DRIP

Loan No./Credit No./ Grant No.: _____

RFB Reference No.: WBIW/EE/MDD-1/DRIP/RFB-01/2024-25

Date: _____

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 (DRIP)** and intends to apply part of the proceeds toward eligible payments under the contract¹ 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 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 bidders². **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.

¹ 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.

² Modify or delete, based on registration requirement, if any for bidders from India.

4. The **Executive Engineer, Metropolitan Drainage Division-I, Irrigation & Waterways Directorate** (on behalf of implementing agency) now invites online Bids from eligible Bidders for the **Renovation** 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 **08.10.2024; 10.00 Hrs. to 24.10.2024; 14.00 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 on <https://wbtenders.gov.in>. (Website) on or before **14.00 hours on 24.10.2024** (date) and the ‘Technical Part’ of the bid will be publicly opened online on **16.00 hours 24.10.2024**, in the presence of the bidders designated representatives who wish to attend. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (Including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
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, Metropolitan Drainage Division-I, Salt Lake**. 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 to **Executive Engineer, Metropolitan Drainage Division-I, Jalasampad Bhawan (4th Floor) South Block, Bidhannagar, Salt Lake City, Kolkata – 700091** before the opening of technical part of the bid deadline i.e. **16.00 hours on 24.10.2024**, 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 23.10.2024 at 14.00 hours IST** at “**Office of the Executive Engineer, Metropolitan Drainage Division-I, 4th Floor, Jalasampad Bhawan, Saltlake City, Bidhannagar, 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 for bidders 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 its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.
12. The address for communication is as under:
- Name & Designation of Officer** Sri Angshuman Sarkar
Executive Engineer
Metropolitan Drainage Division-I, Irrigation & Waterway Directorate, Irrigation & Waterways Department, Government of West Bengal.
- Official Address** **Metropolitan Drainage Division-I,**
Jalasampad Bhawan, (4m Floor), South Block,
Bidhannagar, Salt Lake City, Kolkata - 700091
- Email** : executiveengineermdd1@gmail.com
- Telephone** : 033-23346713,
- Mobile No** : 9831185562

TABLE

Package No	Name of Work	Bid Security* (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
1.	Renovation of Meeting Room of State Project management Unit and its sound system at Ground Floor of Jalasampad Bhawan, Salt Lake City under DRIP	INR. ₹ 0.50 Lakh	NIL	60 days the date of effectiveness of the contract

Executive Engineer
Metropolitan Drainage Division-I,

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.</p>
	<p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; (d) the term "ES" means environmental and social (including Sexual Exploitation, and Assault (SEA)); <ul style="list-style-type: none"> "Sexual Exploitation and Assault" "(SEA)" stands for the following: <ul style="list-style-type: none"> (i) Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. 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. (ii) 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; and (e) "Contractor's Personnel" is as defined in Sub-Clause 9.1 of the General Conditions of Contract.
2. Source of Funds	<p>2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.</p>

	<p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>
<p>3. Fraud and Corruption</p>	<p>3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.</p>
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless specified in the BDS, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place specified in BDS so as to be legally valid and binding on members.</p>
	<p>4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or

	<ul style="list-style-type: none"> (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; (g) would be providing goods, works, or non-consulting 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; (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>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 specified in the BDS.</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 Proposal-Securing Declaration.</p>
	<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>5. Eligible Materials, Equipment and Services</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>

B. Contents of Bidding Document	
6. Sections of Bidding Document	<p>6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p style="text-align: center;">PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption <p style="text-align: center;">PART 2 Works' Requirements</p> <ul style="list-style-type: none"> • Section VII - Works' Requirements <p style="text-align: center;">PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VIII - General Conditions of Contract (GCC) • Section IX - Particular Conditions of Contract (PCC) • Section X - Contract Forms
	6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
	6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail.
	6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 The electronic bidding system specified in the BDS provides for online clarifications. A bidder requiring any clarification on the bidding document may notify the Employer online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any

	<p>other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. Description of clarification sought and the response of the Employer shall be uploaded or information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.</p>
	<p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>
	<p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>
	<p>7.4 If so, specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p>7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.</p>
	<p>7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the 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</p>

	the e- procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
	8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. The addenda will appear on the e-procurement system under “Latest Corrigendum”, and Email notification is also automatically sent to those bidders who have started working on the tender, unless otherwise specified in the BDS . The Employer shall not be liable for any information not received by the bidder. It is the 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.
C. Preparation of Bids	
9. Cost of Bidding	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. Language of Bid	10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid	11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously. 11.2 The Technical Part shall contain the following: (a) Letter of Bid– Technical Part prepared in accordance with ITB 12 and ITB 14; (b) Bid Security or Bid-Securing Declaration in accordance with ITB 19.1; (c) Alternative Bid – Technical Part , if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;

	<p>(d) Authorization:written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;</p> <p>(e) Bidder’s Eligibility:documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;</p> <p>(f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;</p> <p>(g) Conformity: a technical proposal in accordance with ITB 16;</p> <p>(h) Construction methodology as detailed in Para 1.1 of Section III Evaluation Criteria;</p> <p>(i) Contractor Registration certificate (as per RFB); and</p> <p>(j) any other document required in the BDS.</p> <p>11.3 The Financial Part shall contain the following:</p> <p>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;</p> <p>(b) Completed Schedules including priced Bill of Quantities in accordance with ITB 12 and ITB 14, as specified in BDS;</p> <p>(c) Alternative Bid - Financial Part: if permissible in accordance with ITB 13; and</p> <p>(d) any other document required in the BDS.</p> <p>11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p> <p>11.6 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p>12. Process of Bid Submission</p>	<p>12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, Schedules including Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.</p>

	<p>12.2 Entire Bid including the Letters of Bid and filled-up Bill of Quantity shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB Clauses 11 and 12.3 should also be uploaded on this website.</p> <p>12.3 Submission of Original Documents: The bidders are required to separately submit (i) original payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.</p>
13. Alternative Bids	<p>13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered.</p> <p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.</p> <p>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.</p> <p>13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.</p>
14. Bid Prices and Discounts	<p>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.</p>

	<p>14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV - Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. <u>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.</u></p>
	<p>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.</p>
	<p>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.</p>
	<p>14.5 Unless otherwise specified in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.</p>
	<p>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.</p>
	<p>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.</p>
	<p>14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document.</p> <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</p>

	<p>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>
<p>15. Currencies of Bid and Payment</p>	<p>15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.</p>
<p>16. Documents Comprising the Technical Proposal</p>	<p>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.</p>
<p>17. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract,</p>

	<p>the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p>
18. Period of Validity of Bids	<p>18.1 Bids shall remain valid for 90 days or for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</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>
	<p>(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS;</p> <p>(b) in the case of adjustable price contracts, no adjustment shall be made; or</p> <p>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</p>
19. Bid Security	<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 specified in the BDS, in original form; and, in the case of a Bid security, for the amount specified in the BDS.</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 forms at the Bidder's option:</p> <p>(a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India;</p>

	<p>(b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;</p> <p>(c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India;</p> <p>(d) another security specified in the BDS,</p> <p>In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p>
	<p>19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration shall be rejected by the Employer as non-responsive.</p> <p>19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.</p> <p>19.6 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.</p> <p>19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <p>(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</p> <p>(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or</p> <p>(c) if the successful Bidder fails to:</p> <p>(i) Sign the Contract in accordance with ITB 49; or</p> <p>(ii) Furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50.</p>

	<p>19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.</p> <p>19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid; or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 49; or furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50; <p>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare the Bid as per details given in ITB 21.</p>
	<p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.</p>
	<p>20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded alongwith the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.</p>
	<p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded alongwith the bid.</p> <p>20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p>
<p>D. Online Submission and Opening of Bids</p>	
<p>21. Preparation of Bids</p>	<p>21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online</p>

	<p>bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, alongwith 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 alongwith 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>
22. Deadline for Submission of Bids	<p>22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time specified in the BDS.</p>
	<p>22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
23. Late Bids	<p>23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not</p>

	<p>required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).</p>
	<p>24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.</p>
	<p>24.3 NoBid 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>E. Public Opening of Technical Parts of Bids</p>	
<p>25. Public Opening of Technical Parts of Bids</p>	<p>25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidders' names, the presence or absence of a Bid Security or Bid Securing Declaration, if one was required, alternative bids – technical parts, if any, and such other details as the Employer may consider appropriate will be notified, online by the 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>

F. Evaluation of Bids – General Provisions	
26. Confidentiality	<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>
27. Clarification of Bids	<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>
28. Deviations, Reservations, and Omissions	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the bidding document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

29. Nonmaterial Nonconformities	29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.
	29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified in the BDS .
G. Evaluation of Technical Parts of Bids	
30. Evaluation of Technical Parts	30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31. Determination of Responsiveness	<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"> (a) if accepted, would: <ul style="list-style-type: none"> (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) Limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.</p>

	31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
32. Qualification of the Bidder	32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
	32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
33. Subcontractors	33.1 Unless otherwise stated in the BDS , the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
	33.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the BDS as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
	33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS . Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
H. Public Opening of Financial Parts of Bids	
34. Public Opening of Financial Parts	34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

	<ul style="list-style-type: none"> (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their Financial Part of Bid shall not be opened; and (c) Notify them of the date, time, and location for public opening of Financial Parts of the Bids.
	<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"> (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and (c) notify them of the date, time and location for public opening of the Financial Parts of the Bids, as specified in the BDS.
	<p>34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
	<p>34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, and discounts that are opened at Bid opening shall be considered further for evaluation.</p>
I. Evaluation of Financial Parts of Bids	
35. Evaluation of Financial Parts	<p>35.1 To evaluate the Financial Part, the Employer shall consider the following:</p>
	<ul style="list-style-type: none"> (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurements contracts;

	<p>(b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;</p> <p>(c) price adjustment due to discounts offered in accordance with ITB 14.4;</p> <p>(d) Not used;</p> <p>(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3;and</p> <p>(f) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.</p> <p>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.</p> <p>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</p>
36. Correction of Arithmetical Errors	<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 expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.</p>
37. Conversion to Single Currency	37.1 Not used.
38. Margin of Preference	38.1 Not applicable.
39. Comparison of Financial Parts	39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.

<p>40. Abnormally Low Bids</p>	<p>40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.</p>
<p>41. Unbalanced or Front-Loaded Bids</p>	<p>41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front-loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses (with breakdown of unit rates) to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.</p> <p>41.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate:</p> <ul style="list-style-type: none"> (a) accept the Bid without any additional Performance Security; or (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the Contract Price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or (c) Reject the Bid if the risk cannot be mitigated through additional performance security.
<p>42. Most Advantageous Bid</p>	<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> <ul style="list-style-type: none"> (a) substantially responsive to the bidding document; and (b) The lowest evaluated cost.

43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	43.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
44. Standstill Period	44.1 Standstill Period shall not apply. <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> <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>
45. Notice of Intention to Award	45.1 Not used.
J. Award of Contract	
46. Award Criteria	46.1 Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42.
47. Notification of Award	47.1 Prior to the expiration of the Bid Validity Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). 47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

	47.3 The Contract Award Notice shall be published on a National website (GoI website http://tenders.gov.in or GoI Central Public Procurement Portal https://eprocure.gov.in/cppp/) or on the Employer's website, and on the e-procurement system.
	47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
48. Debriefing by the Employer	48.1 Not used.
49. Signing of Contract	49.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
	49.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB Clause 50 and revised construction methodology; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement alongwith the bid; and (c) shall sign, date and return the Agreement to the Employer alongwith the documents stated at (a) and (b) above.
50. Performance Security	50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental 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.
	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>50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.</p>
51. Adjudicator	<p>51.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at the daily fee specified in the BDS, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.</p>

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	Description
A. General	
ITB 1.1	<p>The number of the Request for Bids is: 1 (ONE)</p> <p>The Employer is: [Executive Engineer, Metropolitan Drainage Division-I Irrigation & Waterways Directorate, Jalasampad Bhawan , Salt lake, Pin-700091 PhoneNo.23346713,email-executiveengineermdd1@gmail.com on behalf of Irrigation & Waterways Department, Govt. of West Bengal]</p> <p>The reference number of the Request for Bids (RFB) is: WBIW/EE/MDD1/DRIP/RFB-01/2024-25</p> <p>The name of the RFB is: Renovation of Meeting Room of State Project management Unit and its sound system at Ground Floor of Jalasampad Bhawan, Salt Lake City under DRIP-II.</p> <p>The number and identification of lots (contracts) comprising this RFB is: Number. of Lot- ONE(1) Identification: WBIW/ EE/MDD1/DRIP/RFB-01/2024-25</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	<p>The Borrower is: Government of India. The sub-Borrower is Irrigation & Waterways Department, Government of West Bengal.</p> <p>Loan or Financing Agreement amount: US\$ 4.58 million</p> <p>The name of the Project is: Dam Rehabilitation & Improvement Project, Phase-II (DRIP-II)</p>
ITB 4.1	<p>Bids from Joint ventures are acceptable.</p> <p>Where Joint Ventures are permitted:</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: 2 (Two)</p> <p>(b) Place where the agreement to form JV to be registered is Anywhere in India</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [<i>in case of a successful bid</i>].</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external

ITB Reference	Description
	website: http://www.worldbank.org/debarr .
ITB 4.7	Deleted
B. Contents of Bidding Document	
ITB 7.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>West Bengal Government e-procurement system, the e-tender portal of Government of West Bengal operated by NIC viz National Informatics Centre.</p> <p>URL : https://www.wbtenders.gov.in/</p> <p>Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of bids</p>
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place.</p> <p>Pre-Bid meeting will take place, at the following date, time and place: Date: 23/10/2024; Time: 14.00 Hrs; Place- Office of the Executive Engineer, Metropolitan Drainage Division-I, Jalasampad Bhawan, (4m Floor), South Block, Saltlake City, Bidhannagar, Kolkata-700091,</p> <p>A site visit conducted by the Employer shall not be organized.</p> <p>However, the bidder is expected to make themselves thoroughly acquainted with the local conditions prevailing at site of implementation by undertaking field inspection and take into consideration all probable likely factors and difficulties involved during execution of the work as per specification, in all respects (e.g. - transportation of materials, communication facilities, Climate conditions, nature of soil, availability of local labour, market rate prevailing in the locality etc) and no claims whatsoever will be entertained on any such grounds in future. Executive Engineer, Metropolitan Drainage Division-I, Jalasampad Bhawan (4m Floor), South Block, Bidhannagar, Salt Lake City, Kolkata – 700091 (eMail ID: executiveengineermdd1@gmail.com, Mob. No. 9831185562) may be contacted, for any assistance in this matter.</p> <p><i>[The pre-bid meeting should be held not later than 2 weeks before the deadline for submission].</i></p>
ITB 8.2	<p>The Corrigendum / addendum will appear on the e-procurement system under https://www.wbtenders.gov.in/ under “Latest Corrigendum” 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 wbiwd.gov.in.</p>
C. Preparation of Bids	
ITB 11.2 (j)	<p>The Bidder shall submit the following additional documents in its Bid: <i>[list any additional documents not already listed in ITB 11.2 that must be submitted]</i></p>

ITB Reference	Description		
	<i>with the Bid – Technical Part. The list of additional documents should include the following:</i>		
	Sl. No.	Folder name	File Description
	I.	Certificates	<p>1. certificates.pdf</p> <p>2. GST_registration_certificates.pdf</p>
	II.	Company Details	<p>1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposits challan for current financial year or Government Order for exemption in other States where ever applicable.</p> <p>2. Valid PAN Card in the name of bidder/organization.</p> <p>3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever latest available.</p> <p>4. Valid GSTIN under GST Act & Rules</p>
			<p>1. For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies, valid Joint Venture or Consortiums Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation</p> <p>2. OTHER REQUIREMENTS:- <u>For Partnership Firms:</u> Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms</p> <p>3. <u>For Companies:</u> Incorporation Certificate, 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 & Rules.</p>

ITB Reference	Description		
			<p>For legally constituted Consortiums/ Joint Venture of Firms/ Companies:</p> <p>5. Registered MoU or Agreement for Consortium /JV, Registration under ACRS/ROC in addition to satisfying requirements stated earlier for individual constituent Firms/Companies forming the Consortium/JV</p>
III.	Credential of work	<p>Credential pdf 1 Credential pdf 2</p>	<p>1. BOQ/SoR and Work Order/ Award of Contract of LOA/LOI duly authenticated by issuing authority.</p> <p>2. Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the RFB as the Credential Certificate (CC) 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 & 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>
<p>(i) Contractor Registration certificate:Not Required, However, the bidder is required to submit the scanned copy of Contractor GST Registration Certificate, PF, ESIC and other relevant registration required for running the business.</p> <p>(ii) Code of Conduct for Contractor's Personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 9.1 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>The Bidder shall submit the following additional documents in its Bid:</p> <p>(i) Provide undertaking attached as U-I for abiding by the Model Code of Conduct (wherein provisions of SBD have been incorporated) and</p>			

ITB Reference	Description
	<p>submitting Code of Conduct for Contractor's Personnel on SEA and SH and also supplementary CoC within 14 days of LOA, in case the bidder succeeds to become a contractor.</p> <p>(ii) Provide undertaking attached as U-II for submitting ESHS-MSIP in the prescribed format with all details, within 14 days of LOA, in case the bidder succeeds to become a contractor.</p> <p>(iii) Provide a brief narrative on the implementation of ES-MSIP attached as Appendix to Technical Part, immediately after U-II to demonstrate the understanding and earnestness of the bidder at the bidding stage.</p> <p>(iv) Scanned copy of valid PAN card in the name of bidder/organization</p> <p>(v) Scanned copy of income Tax Return of latest Assessment year or IT Return of immediately preceding Assessment year whichever latest available of Sole Bidder OR all JV partners, as applicable.</p>
ITB 11.3 (b)	<p>The following schedules shall be submitted with the bid:</p> <p>(i) Letter of Bid for Technical Part</p> <p>(ii) Technical Proposal forms</p> <p>(iii) Letter of Bid for Financial Part</p> <p>(iv) The Priced Bill of Quantities</p> <p>(v) Scanned copy of Registration on e-procurement website</p> <p>(vi) Scanned copy of affidavit regarding the correctness of information furnished with the bid document</p> <p>(vii) Scanned copy of bid security in approved form</p> <p>Other relevant document required as per Bid</p>
ITB 11.3 (d)	<p>The Bidder shall submit the following additional documents in its Bid: No alternative bid is required. No additional document is required.</p>
ITB 12	<p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
ITB 12.3	<p>For submission of original documents, the Employer's address is:</p> <p>Attention:[Office of The Executive Engineer, Metropolitan Drainage Division-I, Irrigation & Waterways Directorate under Irrigation & Waterways Department of Government of West Bengal.]</p> <p>Street Address:[Saltlake , Sector I Block DF, Pin 700091]</p> <p>Floor/ Room number:[Jalasampad bhawan 4th floor]</p>

ITB Reference	Description
	City:[Salt Lake] PIN/Postal Code:[West Bengal -700091] Country:[INDIA]
ITB 13.1	Alternative Bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.3	Not Applicable
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
ITB 14.5	The prices quoted by the Bidder " shall be allowed " subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 49 and corresponding provisions under PCC and Appendix 2 to PCC.
ITB 18.1	The Bid validity period shall be 120 days .
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor: 3.00 % per annum.
ITB 19.1	<i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i> A Bid Security " <i>shall be</i> " required. A Bid-Securing Declaration " <i>shall not be</i> " required If a Bid Security shall be required, the Bidder shall furnish a Bid Security in the amount of INR0.50 lakh
ITB 19.3	The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India; (b) Deleted; (c) 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>
ITB 19.9	Deleted
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:

ITB Reference	Description
	<p>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.</p>
D. Online Submission and Opening of Bids	
ITB 21.1	<p>Class of DSC required is: Class 3</p> <p>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, Safes crypt, 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 Bhawan at Bidhannagar, Sector-II, Kolkata, through e-mails irrigationhelpdesk@gmail.com and dvcsc6816@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 wbehhelpdesk@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.</p>
ITB 22.1	<p>The deadline for uploading the Bids is:</p> <p>Date: 08.10.2024</p> <p>Time: 10:00 Hours IST</p> <p><i>[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 22.2]</i></p> <p><i>[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement.]</i></p>
ITB 24.1	Re-submission of the bid is “Not allowed” if withdrawn
E. Public Opening of Technical Parts of Bids	
ITB 25.1	<p>The online Bid opening of Technical Parts of Bids shall take place at:</p> <p>The Office of the Executive Engineer, Metropolitan Drainage Division-I,</p>

ITB Reference	Description
	<p align="center">Irrigation & Waterways Directorate, Government of West Bengal. Street Address: Saltlake, Sector I Block DF, Pin 700091. Floor/Room number:.,Jalasampad Bhawan 4th floor City: Salt Lake city, Bidhannagar, West Bengal., Country: INDIA Date:24.10.2024 Time: 16:00 Hrs.</p> <p><i>[Note: this date should be the same as the deadline for submission of bids; and the time should also be the same as the deadline for submission of bids or promptly thereafter]</i></p>
F. Evaluation of Bids – General Provisions	
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
G. Evaluation of Bids - Technical Parts	
ITB 33.1	The Employer “ <i>does not intend</i> ” to execute any specific elements of the Works by subcontractors selected in advance <u>by the employer</u> .
ITB 33.2	<i>[N/A]</i>
ITB 33.3	<p>(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 20% of the total contract amount.</p> <p>(b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. The qualification and experience of the subcontractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>(c) Subcontractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> <p><i>[Note-Work should not be split into small parts and sub-contracted].</i></p>
H. Public Opening of Financial Parts	
ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and location of the public opening of Financial Parts.</p> <p>The online bid opening of Financial Parts of Bids shall take place at: The Office of the Executive Engineer, Metropolitan Drainage Division-I, Irrigation & Waterways Directorate, Government of West Bengal.</p>

ITB Reference	Description
	<p style="text-align: center;">JalasampadBhawan (4m Floor), South Block Bidhannagar, Salt Lake City, Kolkata - 700091 West Bengal. Country: INDIA</p> <p>Date: 06.11.2024 Time: 16:00 Hours</p> <p><i>[Note: The Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders]</i></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 https://www.wbtenders.gov.in/</p>
I. Evaluation of Bids - Financial Parts	
ITB 40.2	Provisions related to Abnormally Low Bids <i>shall apply</i> .
ITB 41.2(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 plus @ 10% of Contract price as additional security for unbalanced bids, if the accepted bid value is below 20% of the Estimated amount to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
ITB 44.1	Standstill Period shall not apply as stated in ITB
J. Award of Contract	
ITB 47.3	The Contract Award Notice shall be published on the Employer's website https://www.wbtenders.gov.in/
ITB 51	<p>The Adjudicator proposed by the Employer is:</p> <p style="text-align: center;"><i>Sri Kausik Chattopadhyay, Ex- Secretary Irrigation & Waterways Department, Government of West Bengal. Address: 19, Salimpur lane, Dhakuria, Kolkata- 700031</i></p> <p>The daily fee for this proposed Adjudicator shall be: Rs 10,000 per day.</p> <p>The biographical data of the proposed Adjudicator is as follows: Education: B.E.Civil, (Shibpur C.U.) M.Tech (IIT Madras.) Experience: Worked in Irrigation & Waterways Department, GoWB for 36 years in the capacity of AE, EE, SE, CE, and Secretary to the GOWB in Design & Research, Construction etc. within I&WD. Age: 67 years Nationality: Indian Present Position: Retired Secretary to the Govt. of W.B, I&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 Management Strategies and Implementation Plans (C-ESMP), 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.

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

(iii) Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct for Contractor's Personnel.

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

1.3 Specialized Subcontractors – Not Applicable:

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2.1 Qualification Criteria

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ³ did not occur as a result of contractor default since 1st April 2018 .	Must meet requirement ^{7&8}	Must meet requirements	Must meet requirement ⁴	N/A	Form CON-2

³ 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.

⁴ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
2.2	Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period	Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁵ since 1st April 2018 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (ES) past performance	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 Assault) contractual obligations in the past five years ⁶ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s , the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration

3. Financial Situation and Performance

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit ⁷ , and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Rs.5.00Lakh for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	Must meet at least 25% of the requirement as a minimum	Must meet at least 50% of the requirement as a minimum	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	Must meet requirement	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 last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
<p>Note: 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 form Fin 3.3</p>							

⁷In 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 (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR. 25.00 Lakh (Indian Rupees thirty four crore) calculated as total certified payments received for contracts in progress and/or completed within the last available five financial years, divided by five financial years (ex. FY 2021-22/2016-17, 2017-18, 2018-19, 2019-20, 2020-21,) divided by five years	Must meet requirement	Must meet requirement	Must meet 25%, (twenty five percent) of the requirement	Must meet 50%, (fifty percent) of the requirement	Form FIN – 3.2
<p>Note: The amount stated should normally not be less than twice the estimated annual turnover or cash flow in the proposed Works contract (based on a straight-line projection of the Employer's estimated cost, over the contract duration).</p>							
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts Renovation of Meeting Room of State Project management Unit and its sound system at Ground Floor of Jalasampad Bhawan, Salt Lake City under DRIP-II in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last six years, starting 1st April 2018	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management	I. A minimum number ⁸ of similar contracts specified below that have	Must meet requirement	Must meet requirement ¹²	Must meet the requirement for	Must meet the requirement	Form EXP 4.2(a)

⁸ Bidder should have completed at least one contract for similar work of value not less than 80% of the estimated contract value of the work for which bids are invited, during the last five years. Cost of completed works of previous years shall be given weight-age @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 (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
	Experience	<p>been satisfactorily and substantially⁹ completed as a prime contractor, joint venture member¹⁰, management contractor or sub-contractor¹¹ between 1st April 2018 and bid submission deadline:</p> <p>i) ONE contracts, each of minimum value INR 25Lakh.; Or</p> <p>ii) TWO contracts, each of minimum value INR 18Lakh.; Or</p> <p>iii) THREE contracts, each of minimum value INR 12Lakh.</p> <p>II. The similarity of the contracts shall be based on the following: CONSTRUCTION / BUILDING INTERIOR / FALSE CEILING / WALL PANELLING / WOOD WORK AND ELETRICAL WORKS</p>			one contract of 25% value	for one contract of 50% value	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor,	Must meet requirements <i>[Specify</i>	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

⁹ Substantial completion shall be based on 80% or more works completed under the contract.

¹⁰ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

¹¹ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

¹³ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		joint venture member, or sub-contractor between 1st April 2018 and Application submission deadline, a minimum construction experience in the following all key activities successfully completed ¹³ : <div style="border: 1px solid black; padding: 2px; display: inline-block;"> BUILDING INTERIOR RENOVATION INCLUDING ELECTRICAL WORKS </div> <i>Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 4.2 (b) define the required capability of the Applicant to execute the Works. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12-month period in the specified period.</i> ¹⁴	<i>activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 33.2]</i>	<i>[Specify activities that may be met through a Specialized Subcontractor, if permitted in accordance with ITB 33.2]</i>			
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st April 2018 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: <i>[Based on the ES assessment, CONSTRUCTION / BUILDING</i>	Must meet requirements	Must meet requirement	NA	NA	Form EXP – 4.2 (c)

¹³ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

¹⁴ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		INTERIOR / FALSE CEILING / WALL PANELLING / WOOD WORK AND ELETRICAL WORKS as appropriate, specific experience requirements to manage ES aspects.]					
<p>NOTE: List the monthly or annual production rate for the key construction activity (or activities) in the proposed contract or works, e.g., “one million M³ of rock placed in rock fill dams in one year; X tons of asphalt concrete per month placed in road paving; Y M³ of concrete placed in . . . etc.” The rates should be a percentage (say about 80 percent) of the estimated production rate of the key activity (or activities) in the contract or Works as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.</p> <p>Borrower should fill this after careful review of the requirements for the work. Where the elements of work are specialized, and it is proposed to accept employment of specialist sub-contractors, this could be so specified for that activity and bidders may be requested to name the sub-contractors and furnish their qualification and experience.</p>							
4.2 (d)	<p>Bid Capacity:Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:Assessed Available bid capacity = (A*N*1.15-B)</p> <p>Where,A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 2022-23 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 (Here N = 2).</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>						

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2(a) and 4.2(b)]

Note: In case bids are being invited simultaneously for multiple packages (under separate IFB and Bid Documents), the Employer reserves the right to assess cumulative qualification of the bidders participating in multiple packages.

3. Key Personnel

[Note: Insert in the following table the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]

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 qualifications	Minimum years of relevant work experience
1	Site Engineer- 1(One)Nos.	Diploma /Degree Civil Engineering	05 Years
2	Site Engineer- 1 (One) No.	Diploma / Degree Electrical Engineering	05 Years
<u>Suitable experts in the following specializations</u>			
1.	Electrician - 02 nos.	ITI in Electric	05 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.
2. Water Resources Investigation & Development Department, GOWB

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

[Note:

The managerial and technical competence of a contractor is largely related to the key personnel on site. The extent to which the Bidder should demonstrate having staff with extensive experience should be limited to those requiring critical operational or technical skills. The criteria should therefore refer to a limited number of such key personnel, for instance, the project or contract manager and others working under the project manager who will be responsible for major components (e.g. specialized in dredging, piling, earthworks, ES obligations, as required for each particular project). Criteria of acceptability should be based on:

- (a) a minimum number of years of experience in a similar position; and
- (b) a minimum number of years of experience and/or number of comparable projects carried out in a specified number of preceding years.]

4. Equipment

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

PART-A: FOR CIVIL WORK

PART B – ELECTRICAL WORKS

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

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

2. Financial Part

2.1 Margin of Preference - Not Applicable.

2.2 Multiple Contracts- Not Applicable.

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

2.4 Alternative Completion Times (ITB 13.2)- Not Applicable

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

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

Section IV - Bidding Forms

Letter of Bid – Technical Part

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

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

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

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

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

Alternative No¹: **[NOT APPLICABLE]**

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;
- (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;

¹ Delete if not applicable

- (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 4.6²;
- (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 appointed³ as Adjudicator, whose daily fees and biographical data are attached.

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]*

²Use one of the two options as appropriate

³In 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.

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)**
- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (*for each the qualifications and experiences on the identified subcontractor in the relevant field should be given*)**

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

- **Others**
- **Bidder’s Qualification**
- **Form of Bid Security - Bank Guarantee**
- **Form of Bid-Securing Declaration**

Appendix to Technical Part: Personnel

Forms for Personnel

Form PER – 1: Key Personnel Schedule

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

Key Personnel

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

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

Appendix to Technical Part

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix to Technical Part: Equipment

Forms for Equipment

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

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

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

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

Appendix to Technical Part

Site Organization

[insert Site Organization information]

Appendix to Technical Part

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 Management Strategies and Implementation Plans (C-ESMP), 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 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

ES 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 Assault (SEA) etc.

Delete this Box prior to issuance of the bidding documents.

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 and assault and gender-based violence.

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, labourers 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 any form of sexual harassment including unwelcome sexual advances, requests for sexual favours, and other unwanted 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. In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Assault, which means 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.
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 Assault (SEA);
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 [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

If any person observes behaviour 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 behaviour 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 in handling gender-based violence*] 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: Behaviours constituting Sexual Exploitation and Abuse (SEA) and behaviours constituting Sexual Harassment (SH)

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

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

(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 favour.
- A Contractor’s Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

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

Others

Appendix to Technical Part

Sub-Contracting

SCHEDULE OF SUBCONTRACTORS

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

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

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

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

**Appendix to Technical Part
Others**

Appendix to Technical Part

Bidder's Qualification

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

Appendix to Technical Part

Form ELI -1.1: Bidder Information Form

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

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

Appendix to Technical Part

Form 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

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

Appendix to Technical Part

Form ELI -1.2 A

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

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's legal name:

Specialized Subcontractor's legal name:
Specialized Subcontractor's country of registration:
Specialized Subcontractor's year of constitution:
Specialized Subcontractor's legal address in country of constitution:
Specialized Subcontractor's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> Authorization to represent the Specialized Subcontractor.

Appendix to Technical Part

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

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

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

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 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
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.			

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

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

Appendix to Technical Part

Form CON – 3: Environmental and Social 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"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. forgender-based violence; sexual exploitation or assaultbreaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or assault breaches]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CCC: Current Contract Commitments / Works in Progress

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

(A) Existing commitments and on-going works:

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

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

—

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

Description of Work	Place & State	Name and Address of Employer	Estimated value of Works (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, (amount in Rs.)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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

2. Sources of Finance

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

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

3. Financial documents

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

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

Attached are copies of financial statements¹ (balance sheets, including all related notes, and income statements) for the _____ years required above; and complying with the requirements

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

Appendix to Technical Part

Form FIN - 3.2: Average Annual Construction Turnover

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Appendix to Technical Part JOINT VENTURE

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

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

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

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

Name and address of Bankers to the Joint Venture

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

Appendix to Technical Part
Form FIN - 3.3: Financial Resources

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

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

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

Clause 3.1(ii) of Section III – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

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

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

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

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

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

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

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

Appendix to Technical Part

Form EXP - 4.1: General Construction Experience

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

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

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

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

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

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

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

Appendix to Technical Part

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

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

RFB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

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

³ If applicable.

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

2. Activity No. Two

3.

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

⁴Attach certificate from the Engineer-in-charge

Appendix to Technical Part

Form EXP - 4.2(c)

Specific Experience in Managing ES aspects

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

...

Appendix to Technical Part

Form.....

(Name of the Project)

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

(Bidder's Name and Address)

To:
(Name of the Employer & address)

Dear Sir:

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

Certificate for Import/Procurement of Goods/Construction Equipment

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

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

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

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

5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us 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 five 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]⁵ (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for the construction of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No.....[insert number] (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____⁶ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("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

⁵Insert 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.

⁶The 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 _____⁷ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

⁷45 days after the end of the validity period of the Bid.

Appendix to Technical Part

Form of Bid-Securing Declaration

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) havenot 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
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

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

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

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

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

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

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

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

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid/*Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.*

Letter of Bid - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

(a) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

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

Or

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

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

⁸Delete 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 Sub-contracting

SCHEDULE OF SUBCONTRACTORS

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

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

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

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

(Work should not be split into small parts and subcontracted; but subcontracting specialized elements of works is acceptable).

Appendix to Financial Part: Schedules

Bill of Quantities

1. Preamble to the BOQ

1.1 INTRODUCTION

The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Bid Data Sheets and Drawings. The rates quoted shall be inclusive of cost of all materials, transportation and carriage of material upto works site, labour, plant and equipment, tools and tackles, safety gadgets, incidentals etc. as may be required for that particular item in the BOQ which is to be read in conjunction in the specification.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be on the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities. If such rates are not available in the Bill of Quantities, this will be treated as extra work and such rates and prices will be fixed by the Engineer / Project Manager as per the terms of the Contract.

Mode of measurement, if not specified elsewhere shall be followed as per available codes of practice published by the Bureau of Indian Standards (BIS).

The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract, include all temporary facilities, access, notices to maintain traffic prevailing in an accessible manner, as far as possible for similar flow existing and also including all construction of plant, labour, supervision, materials, erection, maintenance, insurance, overhead, profit, taxes and duties together with all general risk, liabilities and obligation set out or implied in the contract.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The Bidder must refer to the relevant sections of the bid documents including specifications, data sheets and drawings before quoting rates or prices against each item in the Bill of Quantities.

Provisional Sum as included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager/ Engineer in accordance with the General Conditions of Contract. Payment for work under provisional item shall be payable for statutory requirement by other agencies (if required) and for any unforeseen items of work. Payment for statutory requirement by the external agencies as above will be made as per bill raised by the other agency + 7.5% as Contractor's service charges. However, approval of the agency and their rates shall be done by the Project Manager. Provisional Sum for other works, not covered under statutory requirements of

other agencies stated above, will either be paid as per current Schedule of Rates of IWD/ PWD/ any other State /Central Government Department as may be applicable, without any additional service charge in case of scheduled items of works, or as per rates prescribed by other State Government Entities and accepted by the Project Manager + 7.5% as Contractor's service charges, in case of non-scheduled items. One such pertinent item would be payment of crop compensation for temporary occupation of land for temporary storage of de-silted bed materials.

The amount kept under this head is as decided by the Project Manager. The Contractor shall not change this figure or quote of his own. The amount is subject to variation as per requirement of project with approval of the Project Manager.

2. General Basis for Pricing,

- 2.1.** The Bidder shall be deemed to have read and examined the Bid Documents as well as inspected the project site thoroughly to conceive the work in totality to quote against each item of work as given in the BOQ.
- 2.2.** The Bidder shall be deemed to be fully conversant with the site conditions and the nature and complexity of the work to be undertaken and taking into account all eventualities which can arise before, during and after project execution.
- 2.3.** It is to be expressly understood that the measured work is to be taken net (not withstanding any system or practice to the contrary) according to the actual quantities finished according to the drawings or as may be ordered from time to time by the Engineer and the cost calculated for the respective prices. Necessary manpower will have to be provided by the Contractor during measurement of works and setting out alignment of the works, for which no extra payment will be made.
- 2.4.** Unless otherwise stated, all items shall be measured as executed as per drawing and specification and no allowance will be made for wastage, working space, bulking or shrinkage, and the like.
- 2.5.** The Contractor shall have to establish as per requirement office at site with adequate space for their personnel, inclusive of necessary furniture & furnishing, computers with printers, consumables etc., storage space for equipment, materials etc. Contractor's quoted rates and price shall be inclusive of this and no separate payment will be made on this account.
- 2.6.** The quoted rates and prices shall also be inclusive of communication system as per requirement to be established at site (tele, fax, internet facilities etc.), vehicles for movement at site etc. No extra cost against such items will be paid.

3. Miscellaneous

- 3.1 Temporary power connections, telephones, construction and drinking water shall be arranged by the Contractor at his own cost and shall be deemed to be included in their quoted rates. Alternative power arrangement shall be made by Contractor without any extra charge.
- 3.2 All underground and over ground utility items shall have to be suitably supported during the construction phase by the Contractor so that the existing utility services are not damaged. No extra payment will be made on this account.
- 3.3 The Contractor shall keep plumbers, technicians and electricians ready for repair/ shifting of existing underground/ over ground utilities and for crisis management.
- 3.4 During progress of work, convenient access to adjacent premises shall be made by the Contractor. No extra payment will be made on this account.
- 3.5 For speedy progress of work in case of exigency, while working along busy road etc., Contractor may have to do work round the clock at the instance of the Engineer/Project Manager. Arrangement for lighting and other safety requirements shall have to be done for night working. No extra payment shall be made to the Contractor except the items provided in the BOQ.
- 3.6 The construction and maintenance of temporary access road for haulage of construction materials and machineries at different locations will be the sole responsibility of the contractor for which the bidder should acquaint themselves with through survey of the proposed site and include the cost of the same in their rates. No extra payment/ claims for so ever on this ground will be entertainment.

The contractor will be required to make good all damages at his own cost, that would occur in the local village roads for plying of trucks carrying construction materials, plant and machinery, during the entire construction period or till such roads are restored permanently by the local authorities.

- 3.7 The item rates quoted by the Contractor shall, unless otherwise specified, also include compliance of/ supply of the following:
 - i. General works such as setting out, clearance of site before setting out and clearance of works after completion.
 - ii. A detailed programme for the construction and completion of the work.
 - iii. Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provisions of the Contract and approved Quality Assurance Plan (QAP).
 - iv. Any other item of work which is not specially provided in the Bill of Quantities (BOQ) but which is necessary for complying with the provisions of the Contract.
 - v. All temporary works, formwork and false work.

- vi. Arrangement of a laboratory with facilities for testing and testing of various items of works as specified in relevant clauses. Vii) Cost of in-built provisions for Quality Assurance.
 - vii. Cost of labour hutment, site office.
 - viii. Cost for implementation of the Contractor’s ESHS-MSIP in particular, as detailed at Annexure-II of Section VII, in relation to those items that are neither covered as specific items of works nor included in the list of activities under the “Provisional Sum”, in the BOQ.
- 3.8 Extra items of work – If during the progress of work any extra items need to be carried out, which in the opinion of the Engineer/ Project Manager is essentially required to be executed, then the extra item shall be analysed as follows:
- i) Derived from rates of similar items of works stated in the tendered offer
 - ii) In the event an extra item of work that cannot be derived from (i) above, then the following shall be applicable.
 - iii) All works shall be carried out according to technical specifications, the Indian Standard Code(s) of practice, Specifications of **USoR i.e. Unified Schedule of Rates (I&WD) 2018, SOR (Roads & Bridge works) –Volume III,2018, PWD (WB), PWD Electrical Works (Volume –I), 2017, PWD (WB) & SOR (Building works) Volume I,2018 PWD (WB)**, approved rate of Superintending Engineer, Metropolitan Drainage circle, Govt. of West Bengal, approved rate of West Bengal Small Industries Development Corporation Limited *with all latest amendments*. The Indian Standard specification and any work not covered there shall be carried out as per best practice adopted in this country according to the direction and satisfaction of the Engineer-in charge.

Appendix to Financial Part: Schedules Bill of Quantities

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
CIVIL PART						
1	Stripping off worn out plaster and raking out joints of walls, ceilings etc. upto any height and in any floor including removing rubbish within a lead of 75 m as directed.	40.10	Sqm			
2	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 a) In ground floor including roof.	38.00	Sqm			
3	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement,if any, in ground floor as per relevant IS codes. a) Pakur Variety	2.85	Cum			
4	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	1.003	Cum			
5	Dismantling carefully wood work in posts, postplates, rafters, partition etc., sorting and stacking servicable materials at site and removing rubbish as directed.	5.172	Cum			
6	(B) Dressed wood work in post , plate , battens . etc. fitted & fixed complete (excluding the cost of bolts only, but including the cost of nails, screws etc.) (The quantum should be corrected upto three decimals)(i) Sal : Siliguri.	1.33	Cum			
7	Supplying, fitting and fixing boiling water proof ply conforming to IS: 710-1977 bonded with phenol formaldehyde synthetic resin	94.81	Sqm			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	conforming to IS: 848-1974 of approved make and brand fitted and fixed as per design as per approval and direction of Engineer-in-Charge. [excluding the cost of supporting frame work and teak wood batten/Lipping] In Ground Floor (ii) 6mm					
	(vi) 19mm	30.00	Sqm			
8	Supplying solid flush type doors of commercial quality, the timber frame consisting of top and bottom rails and side styles of well seasoned timber 65mm wide each and the entire frame fitted with 37.5mm wide battens places both ways in order to make the door of solid core and internal lipping with Garjan or similar wood veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing shutters in position but excluding the cost of hinges and other fittings in ground floor. (a) 35 mm thick shutters	4.00	Sqm			
9	Supplying fitting, fixing decorative lamination conforming to IS: 2046 : 1995 as per approved make, brand, finish and thickness with fitting, fixing the same on Particle/MDF / Ply Boards with recommended / approved adhesive with proper clipping the sides for better attachment as per direction of Engineer-in-charge. The rate includes the cost of labour, adhesive and all incidental charges thereof In ground floor	125.66	Sqm			
10	Ceiling with 12mm thick wooden planks fitted and fixed complete (excluding the supporting framework) as per direction of the Engineer-in-charge. In Ground Floor (a) Ordinary Teak	42.00	Sqm			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
11	Supplying, fitting and fixing of false ceiling framework with powder coated exposed G.I. grid suspension system (T-Grid having load carrying capacity with mid span deflection not exceeding 1/360 span with hanger spacing of 1200 mm 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 all complete as per the drawing & directions of Engineer-in-charge.	48.00	Sqm			
12	Supplying, fitting and fixing M.S. clamps for door and window frame made of flat bent bar, end bifurcated with necessary screws etc. by cement concrete(1:2:4) as per direction. (Cost of concrete will be paid separately) for all floors. 40mm X 6mm, 250mm Length	8.00	Each			
13	Anodised aluminium butt hinges of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 205/66) and fitted and fixed with cadmium plated screws: (v) 100 x 63 x 3.2mm.	8.00	Each			
14	ii) Godrej Hydraulic door closer fitted and fixed complete. a) Heavy type	2.00	Each			
15	Door stopper (Brass)	2.00	Each			
16	Supplying, fitting & fixing Stainless Steel 'D' or 'H' type of size 300 mm x 19 mm tubular Handle with Grade 304, CE certified, marked & conforming to EN - 1154, of approved quality of reputed brand as per	4.00	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	direction of Eengineer-in-Charge fitted and fixed complete including all incidental charges					
17	(a)Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	2.00	Each			
18	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame exluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be correted upto three decimals). (e) Sal : Malayasian	0.104	Cum			
19	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 Natural white (A) In 15 Micron thickness coloured Annodizing film	20.25	Kg			
20	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987. 4mm thick clear glass.	4.05	Sqm			
21	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	40.10	Sqm			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	chipping over concrete surface] 10 mm thick plaster With 4 : 1 cement mortar					
22	Providing and fixing of 15mm thick Mineral Fibre Acoustic Ceiling Tiles of approved pattern and size 595mm X 595mm should be placed in the Grid module to form a False Ceiling with NRC value ≥ 0.6 Material class: A2-s1, d0 as per EN 13501-1, Fire: REI – REI120 as per EN 13501- 2, Surface Burning Characteristics: Class 1 or A as per ASTM E 84) with powder coated exposed G.I. grid suspension system (interlocking T-Grid, having 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. All complete as per the drawing & directions of Engineer-in-charge.	78.00	Sqm			
23	Unskilled labour	30.00	Nos			
24	Providing and fixing in position roller blind of approved make and brand as per drawing , design and direction of EIC Fabric description : Fibere-glass coated fabric ,0.03mm thick , 62 threads per sq in 0.750 Ibs per sq in . (441g per sq mt) Fabric width: as per site condition with up- stand along the length of the dry pocket , removable type for servicing shades Operation: Manuual Monuting : Pocket mounted	30.60	Sqm			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	.(pocket to be provided by other agency)shade Orientation: Regular roll, shade cloth falls at window side of roller Configuration:Single band Closure with up- stand along the length of the dry pocket , removable type for servicing shades.					
FURNITURE PART						
25	Marvel High Back Chair Seat Size 47.0 cm (W) x 48.0 cm (D), Cushion back: PU Foam, High Back size: 47.7 cm (W) x 76.4 cm(D)	12.00	Nos			
26	Beat Leatheratt e visitor Chair Mid back size: 51.6 cm (W) x 65.7 cm(H) Seat size: 49.0 cm (W) x 48.8 cm (D)	5.00	Nos			
27	Full Desktop Chair 7004XD Mid back size: 49.0 cm (W) x 47.0 cm(H) Seat size: 49.0 cm (W) x 44.0 cm (D)	15.00	Nos			
28	Premium Lounge 3 Seater Chair Seat size: 52.0 cm(W) x 50.0 cm(D) x 6.0cm(T)	2.00	Nos			
29	Supplying & installing in position Reception table of approved make and brand as per drawing (Drawing Sheet-7), design and direction of EIC Providing Table 19 mm.thick top on BWR Ply of IS 303 Code alongwith 0.07mm. Post Forming laminatte ontop and back.All the four side have Post formed finished only the corner will have chamfered.All the legs as IS 304 grad stainless with minimum of 40 mm. dia of 1.2 thick All completed	3.00	Nos			
30	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	38.00	Sqm			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	<p>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 contractor. With application slurry @1.75 kg/ Sq.m, 20 mm sand cement mortar (1:4) & 2 mm thick cement slurry at back side of tiles, 0.2 kg/ Sq.m white cement for joint filling with pigment. Deep Colour & White</p>					
ELECTRICAL PART						
31	<p>Supplying & Fixing GI Modular Switch Board of the following sizes complete with three no. suitable size Copper bar with holes (for Ph, N & 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 i) 12 Module</p>	10.00	Nos			
	ii) 6 Module	20.00	Nos			
32	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	30.00	Nos			
33	Supply & Fixing 240 V, 6A, 5 pin Modular type plug socket (Brand approved by EIC), without switch & plug top, on existing GI Modular	40.00	Nos			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.					
34	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	40.00	Nos			
35	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.	40.00	Nos			
36	Supplying of approved make wall fan oscillating type with base, blades, guard, speed regulator etc. AC 230- 250 volts. 400mm sweep	10.00	Nos			
37	Supplying of approved make Pedestal fan oscillating type with base, blades, guard, speed regulator etc. AC 230-250 volts. 450 mm sweep	4.00	Nos			
38	Wiring in 1.1 KV grade single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) of following sizes in 25mm PVC casing-capping (Precision make) incl. necy. PVC clips, fittings etc. ii) 2 x 36/0.3 (2.5 sqmm) + 1 x 22/0.3 (1.5 sqmm)	200.00	Mts.			
39	Distribution wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) in suitable size PVC casing-capping (Precision make) [for horizontal run & ceiling portion] and partly in 19mm bore, 3mm thick polythene concealed pipe [for vertical run embedded in wall only], with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire for ECC, incl. necy. fittings etc. to light/fan/call bell points with Modular type switch (Brand approved by EIC) fixed on Modular GI switch board with top cover plate and 2 no. suitable size "Ph & N" copper bar & earthing attachment flushed in wall incl. mending good damages to original finish	35.00	Nos			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	[PVC casing-capping on Wall and vertical & switch box both concealed] i) Average run 8 mtr					
	ii) Average run 10 mtr	15.00	Nos			
40	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. Make: Philips 36 Watt	10.00	Nos			
41	Supply and fixing of Green LED 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. Make: Philips, 10-watt square/ round	30.00	Nos			
42	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. Siemens, 2+8 way Enclosure (8GB32102RC10)	3.00	Nos			
43	Supplying and fixing 240/415 V MCB Isolator on din rail of existing DBs and necessary connection. Siemens, 40A	3.00	Nos			
44	Supplying and fixing 240/415 V MCB of Breaking capacity 10kA & characteristics on din rail of existing DBs and necessary connection i) 6-32A, SP Siemens	24.00	Nos			
45	Distribution wiring in 1.1 KV grade 22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & 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 & unsheathed copper wire as ECC, to 6A 3 pin Modular type plug socket & switch (Brand approved by EIC) on 4	6.00	Nos			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	Module GI switch board with 3/4 Module top cover plate on wall incl. ncy. connection making earthing attachment, painting and mending good damages to building works. i) On Board					
46	Supply & installation of LED Profile Aluminium 16 mm x 6 mm (For LED Strip Lights) concealed in wood partition wall and mending good the damages complete in all respect.	52.00	Mts.			
47	Supply and fixing of SkyCove LED Strip Light (5M length) with driver and necessary connection. i) Make : Philips , LED Strip SKYCove 5M WW with driver	11.00	Nos			
48	SITC of Bosch make Gooseneck Microphone Model No : LLB-1950, Voltage range : 12-48 V, Output Impedence - 200 ohm, 5-pin DIN 180 deg (lockable) connector, Connectivity - wired.	4.00	Nos			
49	SITC of Bosch PA LBD3903-D 12W Black Colour Cabinet loudspeaker, Model : LBD3903D.	2.00	Nos			
50	Solderable Mic cable roll for making microphone cable, XLR cable without any jack pure copper solderable Mic cable 64 strand breeding 2 core.	200.00	Mts			
51	XLR Male Female & P38 Jack Make : MX or equivalent	10.00	Nos			
52	Supplying of Get More PhotosView Similar EV R300 Handheld System W/PL22 Dynamic Microphone, Model Name/Number: R300-HD	3.00	Nos			
53	SITC of Bosch make PA Plena PLE - 1ME120 - 3IN 120 W Mixer amplifier with USB/ Bluetooth, 4 microphone/ line inputs, plus music source input.	1.00	No			
54	Full HD Projector, display technology DLP, resolution 1080p (1920x1080), 50000 : 1 contrast ratio, 3600-400 lumens of brightness, lightning-fast response time of 16 ms with a 120 Hz refresh rate, true 3D content from any 3D source, connectivity : USB, HDMI, 3.5 mm	1.00	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	Audio, Aspect ratio 16 : 9					
55	LED Tv by 139 cm (55 inches) 4k Ultra HD smart LED Google TV with alexa compatibility. Resolution 4K Ultra HD (3840 x 2160) refresh rate 60 Hz 178 Degree wide viewing angle connectivity 3 HDMI Ports to connect set top box, Blue ray pairs, gaming console, 2 USB pots to connect hard drive and other USB devices. Sound: 20 watts output open baffle speaker, dolby audio, clear phase. Smart Tv features: Google Tv, watch list voice serch, Google play, crom cast netflix, amazon prime vidio. additional features: apple air play, apple home kit, alexa. Display: X1 4k processor, 4k HDR, live color, 4k X reality Pro, motion flow XR 200	1.00	Each			

Note:

1. *Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer:ITB Clause 14.2 and GCC Clause 45.4).*
2. *Unit rates and prices shall be quoted by the bidder in Indian Rupees (refer: ITB Clause 14.1 and ITB Clause 15.1).*
3. *Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern (refer: ITB Clause 36). [Note: delete this point if the e-procurement system automatically calculates the total from the unit rate and quantity]*
4. *Where there is a discrepancy between the rate in figures and words, the rates in words will govern (refer: ITB Clause 36). [Note: delete this point if the e-procurement system automatically populates the amount in words from the amount in figures]*

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 : *Noneexcept China & Pakistan*

Under ITB 4.8(b) and 5.1 : *Noneexcept China & Pakistan*

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

Section VI –Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

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

PART 2 – Works' Requirements

Section VII–Works’ Requirements

1.0 SCOPE OF WORK

The Irrigation & waterways Department has participated in World Bank funded project namely DRIP (Dam Rehabilitation & Improvement Project) taking concurrence from the State Finance Department for renovation of meeting room at ground floor of Jalsampad Bhawan.

The New Project i.e. DRIP, Phase-II and Phase-III is a World Bank assisted Scheme of the Central Government. There is no Central Grant in this Project and the funding arrangement is back-to-back reimbursement. The funding pattern, applicable for West Bengal, considering it as a General Category State, is 70:30 (World Bank: State Share)

The State Finance Department accorded in-principal approval in July-2019 on participating in World Bank funded Project DRIP-II for renovation of meeting room of state Project Management Unit and sound system at ground floor at Jalsampad Bhawan intends to apply part of the proceeds toward eligible payments under the contract for Rehabilitation & Improvement of works as detailed below.

“Renovation of Meeting Room of State Project management Unit and its sound system at Ground Floor of Jalsampad Bhawan, Salt Lake City under DRIP-II”

2.0 PROJECT BACKGROUND

The project consists of renovation of meeting room on the ground floor of Jalsampad Bhawan at Bidhannagar which, is the Head Quarter of Irrigation & Waterways Department and Directorate in addition to the office under I & W Dte. Some other Central and State Govt. office are also situated in this building. The building may be divided into three parts namely South Block, West Block and North Block. The West Bengal Taxation Tribunal is at Ground Floor of South Block. The office of the Chief Engineer (South), Chief Engineer (Design & Research) and Director of personnel & Ex Officio Chief Engineer, Irrigation & Waterways Directorate is located at 4th floor of West Block of Jalsampad Bhawan.

The Meeting room was constructed in 2012 and due to normal wear and tear the meeting room wall, floor, chair, table, sound system, and other accessories have deteriorated.

Various meetings related to DRIP are quite frequently held in this room in addition to other meeting of I & W Dept., Govt. of W. B.

As preparatory activity a SPMU (State Project Monitoring Unit) and DSRP (Dam Safety Review Panel) have been formed for examine the meeting room & furnish a proposal for renovation.

3.0 PROJECT LOCATION / ADDRESS / AREA

The overall Project area considering both irrigation and flood management aspects is as follows:

Jalasampad Bhawan is located at 22° 35' 27.38" N, 88°25'02.6" E, DF Block, Sector – I, Salt Lake of Bidhannagar, Kolkata, West Bengal.

4.0 PROJECT OBJECTIVES

DRIP consists of three components, namely (i) Rehabilitation and Improvement of Dam and Associated Appurtenances; (ii) Dam Safety Institutional Strengthening and (iii) Project management. The project development objective is to improve the safety and operational performance of selected existing dams in the territory of the participating states. It is expected that especially the institutional development activities will lead to an improvement in the system-wide management approach to all dams in the participating states, over and above the focus on the selected dams covered by the project. The DRIP project activities will focus not only on the rehabilitation and improvement of dam structures, but will also address shortcomings in instrumentation, maintenance and provide for improvements in operation of the dams. This will in turn help to keep dams safe, respond to changing water demands, and keep the downstream population safe from floods. DRIP will include investments targeted towards: (i) physical and technical dam rehabilitation and improvement; and (ii) managerial upgrading of dam operation and maintenance, with accompanying institutional reforms and strengthening of regulatory measures pertaining to safe and financially-sustainable dam operations.

DRIP will aim at assuring the full reservoir capacity of project dams, achieving effective utilization of the stored water, and managing and monitoring the long-term performance of the dams

In view of above constituted technical committee members under the DSRP (Dam Safety Review Panel) & WAPCOS (Water and Power Consultancy Services) Ltd. have visited the DAM and its LBHR & RBHR structure, several times & recommended numerous remedial measures. Such works are to be carried out keeping the water level at upstream near to its pond level to ensure cattle feeding, and Municipal supplies.

This tender is issued as part of the process of rehabilitation of distressed structures and upgrading or installing the dam safety monitoring systems installed on dams which covers most of the recommendations of WAPCOS & DSRP, thereby addressing the project objective of improving the safety and operational performance of Kangsabati dam and its allied Silabati barrages all in a sustainable manner.

5.0 KEY ACTIVITIES UNDER THE CONTRACT

Description of the work according to recommendation of DSRP & WAPCOS Ltd. Taken in this project is as follows:

a. Civil Work

- i. Supplying, fitting and fixing boiling water proof ply conforming to IS: 710-1977 bonded with phenol formaldehyde synthetic resin conforming to IS: 848-1974 of approved make and brand fitted and fixed as per design as per approval and direction of Engineer-in-Charge. [excluding the cost of supporting frame work and teak wood batten/Lipping]
- ii. Supplying fitting, fixing decorative lamination conforming to IS: 2046 : 1995 as per approved make, brand, finish and thickness with fitting, fixing the same on Particle/MDF / Ply Boards with recommended / approved adhesive with proper clipping the sides for better attachment as per direction of Engineer-in-charge. The rate includes the cost of labour, adhesive and all incidental charges.
- iii. Providing and fixing of 15mm thick Mineral Fibre Acoustic Ceiling Tiles of approved pattern and size 595mm X 595mm should be placed in the Grid module to form a False Ceiling with NRC value ≥ 0.6 Material class: A2-s1, d0 as per EN 13501-1, Fire: REI – REI120 as per EN 13501- 2, Surface Burning Characteristics: Class 1 or A as per ASTM E 84) with powder coated exposed G.I. grid suspension system (interlocking T-Grid, having 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. All complete as per the drawing & directions of Engineer-in-charge.
- iv. Providing and fixing in position roller blind of approved make and brand as per drawing , design and direction of EIC Fabric description : Fibere-glass coated fabric ,0.03mm thick , 62 threads per sq in 0.750 Ibs per sq in . (441g per sq mt) Fabric width: as per site condition with up- stand along the length of the dry pocket , removable type for servicing shades Operation: ManualMounting : Pocket mounted .(pocket to be provided by other agency)shade Orientation: Regular roll, shade cloth falls at window side of roller Configuration:Single band Closure with up- stand along the length of the dry pocket , removable type for servicing shades.
- v. Supplying & installing in position Reception table of approvedmake and brand as per drawing (Drawing Sheet-7), design and direction of EIC Providing Table 19 mm.thick top on BWR Ply of IS 303 Code alongwith 0.07mm. Post Forming laminate on top and back.All the four side have Post formed finished only the corner will have chamfered.All the legs as IS 304 grad stainless with minimum of 40 mm. dia of 1.2 thick All completed.
- vi. 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).

b. Electrical Work

- i) SITC of Bosch make Gooseneck Microphone Model No : LLB-1950, Voltage range : 12-48 V, Output Impedence - 200 ohm, 5-pin DIN 180 deg (lockable) connector, Connectivity - wired. Provision made for Construction of a Cross-bundh for a height of 12 ft (RL 407.00 - RL 395.00) for renovation of Right Bank Head Regulator Structure with its wing wall & repairing of Gate component.
- ii) Full HD Projector, display technology DLP, resolution 1080p (1920x1080), 50000 : 1 contrast ratio, 3600-400 lumens of brightness, lightning-fast response time of 16 ms with a 120 Hz refresh rate, true 3D content from any 3D source, connectivity : USB, HDMI, 3.5 mmAudio, Aspect ratio 16 : 9
- iii) Emergent replacement of old LED Tv by 139 cm (55 inches) 4k Ultra HD smart LED Google TV with alexa compatibility. Resolution 4K Ultra HD (3840 x 2160) refresh rate 60 Hz 178 Degree wide veiwing angle connectivity 3 HDMI Ports to connect set top box, Blue ray pairs, gaming console, 2 USB potes to connect hard drive and other USB devices. Sound: 20 watts output open buffle speaker, dolby audio, clear phase. Smart Tv features: Google Tv, watch list voice serch, Google play, crom cast netflix, amazon prime vidio. additional features: apple air play, apple home kit, alexa. Display: X1 4k processor, 4k HDR, live color, 4k X reality Pro, motion flow XR 200

6.0 ACCESSIBILITY:

Bituminous main road.

Specifications

A set of precise and clear Specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. The Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of Bid evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects in India are useful in to prepare Specifications. The use of metric units is encouraged by the World Bank. Most Specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized Indian standards should be used as much as possible. Where other particular standards are used, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause maybe inserted in the Particular Conditions or Specifications.

“Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes do not relate to Indian Standards, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such

proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.”

*The method of measurement of completed work for payment shall be in accordance with **insert the name of a standard reference guide, or full details of the methods to be used so that the bidder can take note of that while quoting prices**.¹*

[These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final documents]

¹ The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers.

Specifications

The Works shall be executed in accordance with these Specifications which comprises the following Sections:

- I. **Section A -** General Specifications
- II. **Section B -** Technical Specifications
- III. **Section C-** ESHS i.e.Environmental, Social (including Sexual Exploitation and abuse (SEA) and Gender Based Violence (GBV)), Health and Safety

I. SECTION A–GENERAL SPECIFICATIONS

A-1.1: Mobilisation of Contractor

After signing of agreement, the contractor shall complete the following actions in priority basis as directed by Engineer in Charge.

1. Establish his office in complete manner including installing Telephone and Fax.
2. The contractor shall furnish, in advance, a detailed Work programme containing all activities upto the completion of Works. Supporting resources schedule shall also be submitted.
3. Complete construction, installation and commissioning of “Field Laboratory” including all the tests and test apparatus provided in para 5.
4. Mobilize all required Key Staff, Technicians, Labourers.
5. Mobilize all required equipment/ machinery including commissioning and trial run of all the Plant/ Machinery. Some of the major plants/ equipment to be mobilized are listed in Page 53 & 54 in Section-3.
6. Complete the identification of Quarries and quality of available material.
7. Complete the crushing of Aggregates required for the Section of work taken initially.

A-1.2: Quality Control

The Contractor shall ensure that all the actions are taken to build in Quality Assurance (QA) in the planning, management and execution of works. The QA shall cover all stages of work such as setting out of works, selection of material, selection of method of works, selection of plant and equipment, deployment of staffs, quality control testing. The QA program shall cover as per standard documents such as relevant Indian Standard Codes including its Special Publications, IRC Codes including Special Publications and MORTH (Specifications for Road and Bridge Works) .These shall broadly cover the QA aspects of all services rendered all items to be supplied and all activities to be performed including the temporary structures and equipment which will influence the quality of the completed works or the progress of the work.

As a minimum it will cover the following:

- (i) Document and data control
- (ii) Process control
- (iii) Work, inspection, testing and documentation procedure
- (iv) Control and documentation of purchasing and handling of materials
- (v) Maintenances of records for non-conformity and timely corrective actions.
- (vi) Internal Quality Audit
- (vii) Training of staffs
- (viii) Contractor's ESHS-MSIP

QA Plan should be submitted to the Engineer for approval, not later than 14days from the date of delivery of Letter of Acceptance. The work of building of quality control shall be deemed to be covered under the scope of work. This QA Plan may be updated / modified if required and that updated / modified Plan should be a part of Contract Agreement.

A-1.3: Drawings:

The drawings provided in the Tender Documents shall be used for reference only. The Contractor shall study the nature of the work and ensure that the rates and prices quoted in the Bill of Quantities have due consideration of sites including its accessibility and storage space of storing materials and complexities of the actual execution/construction.

The contractor based on his surveys and investigation shall submit the working drawings (in soft and hard copies) for each activity at least 28 days in advance of the scheduled start date of the activity as per the approved work programme. The working drawing should clearly show the modifications, if any, with reference to the corresponding tender drawing. The Engineer shall review the working drawings including the proposed modification, if any, revise the drawing, if required, approve and issue the drawings to the Contractor in two copies of Good for Construction (GFC) drawings at least 14 days in advance of the scheduled start date of the activity.

The permanent works are normally designed and working drawings furnished by the Department. The Contractor is required to design "Temporary Works". Examination and/or approval of any drawings or documents of Temporary works submitted by the Contractor or by the Engineer in charge shall not relieve the contractor of his responsibilities or liabilities under the Contract.

The tender rates/prices for the work shall be deemed to include the cost of preparation, supply and delivery of all the necessary working drawings, prints, soft copies which the Contractor is required to provide as per the requirement of the Contract.

A-1.4: Site Information

The information about the site of work and site condition provided in the tender document is given in good faith for guidance only but it shall be responsibility of the Contractor to satisfy himself regarding all aspects of the entire site conditions.

The locations of the works and the general site particulars are as shown in the index plan enclosed with the Tender Documents.

Whereas the right of way of the work sites shall be provided to the Contractor by the Employer the Contractor has to make his own arrangement for the land required by him for and areas for temporary stockpiling of materials, setting up his office, field laboratory, site for plants and equipment, maintenance and repair workshops, construction worker's camp, stores etc. The location of quarries and other sources from which naturally occurring materials are available, for guidance of the Contractor. It is assumed that the Contractor has inspected the quarries; borrow areas etc., in the vicinity of the working area before quoting his rates for the work to assess the availability of construction materials in required quantity and quality.

A-1.5: Setting out:

The Contractor shall establish working bench marks tied with the reference bench marks within a fortnight after taking possession of the site. The reference bench marks for the area shall be as indicated in the Contract Document or directed by the Engineer in charge and the values of the same shall be obtained by the Contractor from the Engineer in charge.

. The Engineer-in-Charge will provide the Contractor all necessary data for setting out centerline, alignment, formation levels. All dimensions and levels shown on the drawings or mentioned in the document forming part of or issued under the contract shall be verified by the Contractor on the site and he shall immediately inform the Engineer in case of apparent error or discrepancies in levels or dimensions. The Contractor shall in connection with staking out and submit profile to the Engineer for approval.

Staking out shall be done by the experienced personal and field record will be maintained as directed by the Engineer-in-charge. After obtaining approval from Engineer-in-Charge the work may commence.

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

SECTION B-TECHNICAL SPECIFICATIONS

General

All works shall be carried out according to technical specifications, the Indian Standard Code(s) of practice, Specifications of **USoR i.e. Unified Schedule of Rates (I&WD) 2018**, SOR (Roads & Bridge works) –Volume III, 2018, PWD (WB), PWDElectrical Works (Volume –I), 2017, PWD (WB) & SOR (Building works) Volume I, 2018 PWD (WB), approved rate of Superintending Engineer, Metropolitan Drainage circle, Govt. of West Bengal, approved rate of West Bengal Small Industries Development Corporation Limited *with all latest*

amendments. The Indian Standard specification and any work not covered there shall be carried out as per best practice adopted in this country according to the direction and satisfaction of the Engineer-in charge.

1. Cement Concrete Works (Plain or Reinforced):

1.1. Shuttering and Staging:

Wherever necessary, shuttering and staging must be provided. Unless otherwise stated no payment will be made for such shuttering or staging and the cost thereof will be deemed to have been covered by the rate for relevant finished item of work. Where payment for shuttering has been specified, the rate shall be deemed to cover the cost of the necessary staging as well. Payment, if any, for shuttering will be on the basis of surface area of shuttering in actual contact with concrete. Shuttering may be of approved dressed timber true to line, not less than 25 mm. thick. Surface to be in contact with concrete are to be planed smooth except where otherwise stated. As an alternative, sufficiently rigid steel shuttering may be used. In every case, joints of the shuttering are to be such as to prevent the loss of liquid from concrete. In timber shuttering the joints must be perfectly closed and the entire shuttering surface shall be covered with polythene sheets of approved quality. In case of steel shuttering also the joints are to be similarly lined. All shuttering and framing must adequately be stayed and braced to the satisfaction of the Engineer for properly supporting the concrete during the period of hardening. It shall be so constructed that it may be removed without shock or vibration to the concrete. Before the concrete is placed, the shuttering shall, if considered necessary be coated with an approved preparation for preventing the adhesion of the concrete to the moulds, and it is to be of such a nature and so applied that the surface of the finished concrete is not stained. Care shall also be taken that such approved preparation shall be kept out of contact with the reinforcement. In no circumstances shall forms be struck until the concrete reaches strength of at least twice the stress of which the concrete may be subjected at the time of striking.

Interior of all moulds and boxes must be thoroughly washed out with a hosepipe or otherwise so as to be perfectly clean and free from all extraneous matter prior to the deposition of concrete. All form works shall be removed without shock or vibration. Before the form work is stripped, the concrete surface shall be exposed where necessary in order to ascertain that the concrete has hardened sufficiently. In normal weather and with ordinary cement, vertical or side shuttering may be removed after three days and the bottom shuttering of horizontal members after fourteen days in case of slabs and twenty one days in case of beams and cantilevers etc. from the date of placing the last portion of the concrete in the structure. The above are the minimum and may be extended if found necessary. Before stripping the shuttering of structural members the contractor shall take prior permission of the Engineer

No plugs, bolts, ties, hold fasts or any other appliances whatsoever for the purpose of supporting the shuttering are to be fixed in the structure or placed in such a way that damage might result to the work in removing the same when the shuttering is struck.

1.2. Scaffolding:

The scaffolding must be strong and rigid stiffened with necessary cross bracers and always decked and boarded on the sills with close boarded veiling and swings to prevent any injury to persons or materials. The contractor shall have to allow other traders to make reasonable use of his scaffolding as and when directed by the Engineer-in-Charge. If for the interest of the work contractors have to erect scaffolding in other 's properties including local bodies or corporation, the arrangement for the same including the cost of licensing fees etc. shall have to be borne by the contractor and the department should be kept free from any liability on this account.

1.3. Mixing, Placing and Compacting:

The proportion specified is by volume in dry rodded condition of the different constituents. Boxes of suitable sizes shall be used for measuring sand and aggregate. The unit of measurement for cement shall be bag of cement weighing 50 Kg. and this shall be taken as 0.035 cubic metre while measuring the aggregate, shaking, ramming or hammering shall not be done. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand allowances for bulking be made. The aggregate in each batch of concrete are to be proportioned as to contain full bags of cement. Normally all structural concrete shall be mixed in mixture machine in appropriate proportion, shall have to be vibrated with suitable vibrator. Mixing shall be continued until there is uniform distribution of the materials and the mass is uniform in colour and consistency, but in no case mixing shall be done for less than two minutes. The rates appearing in the Schedule of Rates against such items are inclusive of hire and operational charges of such appliances. For a particular job the Engineer-in- Charge may allow hand mixing and or hand tapping of concrete In case of hand mixing concrete, extra cement up to 10% over the standard requirement of cement for machine mix of particular mix shall have to be provided by the contractor at his own cost.

As the bulking of sand may vary from day to day and at different parts of the day on account of varying moisture content, frequent tests for bulking shall be carried out with the sand to be used and amount of bulking allowed for in the field mix so as to keep the actual proportion constant through- out.

Only such quantities as are required for immediate use are to be mixed at any one time. Sufficient water is to be added to obtain proper workability so that the mixture may flow readily round the reinforcement and into every part of the moulds. The workability shall be measured by the amount of slump.

The quantity of water to be used for each mix of 50 kg cement to give the required consistency shall not be more than 34 litres for 1:3:6 mix, 32 litres for 1:2:4 mix, 30 litres for 1:1½:3 mix and 27 litres for 1:1:2 mix. In the case of vibrated concrete, the limit specified may be suitably reduced to avoid segregation.

Nominal mix concrete may be used for concrete of M20 or lower as per Para 9.3, Table 9 of IS 456:2000. The proportions of materials for nominal mix concrete shall be in accordance with the following table 1.

Table 1; Proportions for Nominal Mix Concrete

Grade of Concrete	Total Quantity of Dry Aggregates by Mass per 50 Kg of Cement, to be Taken as the Sum of the Individual Masses of fine and Coarse Aggregates. (Kg. Max)	Proportion of Fine Aggregate to Coarse Aggregate (by Mass)	Quantity of Water per 50 Kg of Cement, (KG., Max)
M 5	800	Generally 1:2 but subject to an upper limit of 1:1½ and lower limit of 1:2½.	60
M 7.5	625		45
M 10	480		34
M 15	330		32
M 20	250		30

Note: The proportion of the aggregates should be adjusted from upper limit to lower limit progressively as the grading of the aggregates becomes finer and the maximum size of coarse aggregate become larger. Graded coarse aggregate shall be used.

Example: For an average of fine aggregate (that is, Zone II). The proportions shall be 1:½, 1:2 and 1:2½ for maximum size of aggregates 10 mm, 20 mm and 40 mm respectively. The total water content in each batch of concrete shall always be kept constant as the amount previously determined by experiments. The quantity of water to be actually added may, therefore, vary depending on moisture content in the aggregates. In actual job, if the quantities of the ingredients remain constant, the amount of slump may be taken as a good guide indicating the total water content in the mixture. The consistency and consequently the water content of the concrete shall therefore be kept constant and checked from time to time as work proceeds, by means of standard slump test. The slump tests shall be carried out with concrete B-11 immediately after it has been mixed and before any initial set has commenced, the sample being taken preferably at the point where the concrete is being delivered for placing in the moulds.

The mould shall then be removed by rising vertically immediately after filling. The moulded concrete shall then be allowed to subside and the height of the specimen measured after coming to rest. The consistency shall be recorded in terms of millimeters of the subsidence of the specimen during the test, which is known as slump.

The following slumps shall be adopted for different works shows in Table 2.

Sl. No	Type of Work	SLUMPS	
		When vibrator are used	When vibrators are not used
1	Mass concrete in foundation footings, retaining walls, pavements Piers, Abutments, lining, etc.	10 to 25 mm.	50 to 75 mm.
2	Mass concrete in RCC foundation, footing and retaining walls, Piers, Abutments, etc.	10 to 25 mm.	80 mm.
3	Beams, slabs and column simply reinforced	25 to 40 mm.	100 to 125 mm.
4	Thin RCC section or section with congested steel	40 to 50 mm.	125 to 150 mm

IS.: 456-2000 allows use of nominal mix of concrete up to grade M20 and may be allowed in works at the discretion of Engineer-in-Charge and will be guided by the provision of IS 4562000. For grade of concrete above M20, design mix has to be adopted. For determination of mix proportion for design mix concrete, the target strength should be higher than the specified characteristic strength to ensure that characteristic strength is attained at 28 days at site. According to Explanatory Hand Book on IS 456-1978 (S.P. 24—1983): Target Strength = Characteristic strength + 1.65 x standard deviation.

Standard deviation for different grades of concrete in absence of any test may be taken as per IS: 456 — 2000 as follows: in table 3

Table: 3

Grade of Concrete	Assumed Standard Deviation N/mm ²
M 10	3.5
M 15	3.5
M 20	4
M 25	4
M 30	5

Once the target strength of cube moulds with specific mix design is obtained in the laboratory, it may be inferred that the corresponding characteristic strength of concrete, prepared with the materials used in the test mould(s) cured under identical condition as that of the test specimen, shall be obtained at site at 28 days.

The Explanatory Hand Book on IS: 456—1978 (S.P.-24-1983) provides an approximate formula for expressing the strength of concrete at age 't' (in days),

$f_t = t_{a+bt} f_{28}$ where f_{28} is the strength at 28 days. F_t = strength of concrete at any age-'t'(in days), $a = 4.7$ and $b = 0.833$

2.1 ACCEPTANCE CRITERIA:

The concrete shall be deemed to comply with the strength requirements when both the following conditions are met:

- The mean strength determined from any group of four non overlapping consecutive test results complies with the appropriate limits, in Col. 2 of following table.
- Any individual test result complies with the appropriate limits in Col. 3 of following table 4.

Table – 4: Characteristic Compressive Strength Compliance Requirement

Specified Grade	Mean of the Group of 4 Non-Overlapping Consecutive Test Results in N/mm ²	Individual Test Result in N/mm ²
M 15	= $f_{ck} + 0.825$ x established standard deviation	= $f_{ck} - 3$ N/mm ²

	(rounded off to nearest 0.5N/mm ²) Orf _{ck} + 3 N/mm ² Whichever is greater	
M 20 or above	= f _{ck} + 0.825 x established standard deviation (rounded off to nearest 0.5N/mm ²) Orf _{ck} + 3N/mm ² . Whichever is greater	= f _{ck} – 3 N/mm ²

Note: In the absence of established value of standard deviation, the values given in relevant Table may be assumed, and attempt should be made to obtain results of 30 samples as early as possible to establish value of standard deviation.

Concrete of each grade shall be assessed separately. Concrete shall be assessed daily for compliance.

Providing a proper construction joint; (iii) the reinforcement has been displaced beyond the tolerances specified; or (iv) construction tolerances have not been met. However, the hardened concrete may be accepted after carrying out suitable remedial measures to the satisfaction of the Engineer-in-Charge.

2.2 Frequency of sampling:

Sampling Procedure—a random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested; that is, the sampling should be spread over the entire period of concreting and cover all mixing units.

Frequency- The minimum frequency of sampling of concrete of each grade shall be in accordance with the following Table 5:

Table: 5

Quantity of concrete in the Work, Cum.	Number of Samples
1-5	1
6-15	2
16-30	3
31-50	4
51 and above	4 Plus one additional sample for each additional 50m ³ or part thereof

TEST SPECIFICATION—The test specimens shall be made from each sample for testing at 28 days. Additional cubes may be required for various purposes such as to determine the strength of concrete at 7 days or at the time of striking the form work, or to determine the duration of curing, or to check the testing error. Additional cubes may also be required for testing cubes cured by accelerated methods as described in IS: 9013—1978. The specimen shall be tested as described in IS: 516-1959.

TEST STRENGTH OF SAMPLE—The test strength of the samples shall be the average of the strength of three specimens. The individual variation should not be more than ± 15 percent of the average. Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent the segregation or loss of the ingredients. It shall be deposited as nearly as practicable in the final position to avoid re-handling or flowing. Unless specially permitted by the Engineer-in-Charge,

concrete shall not be dropped freely from a height of more than 2 metres. Before placing the concrete, the moulds should be cleaned of shavings, pieces of wood or other rubbish.

When placing the concrete the finer materials must be carefully worked against the moulds so that the faces of concrete shall be left perfectly smooth and free from honey-combing upon withdrawal of the moulds. Any defect in this respect must be dealt with by the contractor as directed by the Engineer-in-Charge without any extra charges thereof.

Depositing concrete under water shall not be allowed without specific permission from the Engineer-in-Charge. The method of concreting to be adopted in such cases shall have to be previously approved by him.

During placing and also immediately after deposition, the concrete shall be thoroughly compacted by ramming, spearing etc. until it has been made to penetrate and fill all the spaces between and around the steel rods, around embedded fixtures, and into the corners of formwork in such a manner as to ensure a solid mass entirely free from voids. If so directed by the Engineer-in-Charge, in addition to usual ramming, spearing etc. sufficient number and suitable type of vibrators may have to be used on important jobs to enable working with homogeneity. It is imperative that the work should be done quickly as well as efficiently and adequate number of hands must therefore be employed to ensure this.

Concrete shall be placed and compacted in its final position before setting has commenced and shall not subsequently be disturbed.

Concreting shall be carried out continuously up to construction joints, the position and arrangement of which shall be predetermined by the Engineer-in-Charge or his representative. Any rest, pauses, such as for meal, shall also be subject to his approval. All concreting work should be so programmed as not to necessitate work at night. If for any reason this becomes imperative, the contractor shall obtain previous permission of the Engineer-in-Charge or representative and make proper lighting arrangements, at own cost, to his satisfaction.

2.3 Protection and Curing:

The contractor shall adequately protect freshly laid concrete, about 1 to 2 hours after its laying from too rapid drying due to sunshine, drying winds etc. and also from rains or surface water and shocks. The moist curing of concrete shall conform to the requirement of IS 456:2000, Paragraph 13.5.1. Exposed surfaces of concrete shall be kept continuously in a damp or wet condition by ponding or by covering with a layer of sacking, canvas, hessian or similar materials and kept constantly wet for at least seven days from the date of placing concrete in case of placing concrete of Ordinary Portland Cement and at least 14 days where mineral admixture or blended cements are used. The period of curing shall not be less than 10 days for concrete exposed to dry and hot weather conditions. About 24 hours after laying of concrete, the surface shall be cured by flooding with water of minimum 25 mm. depth or by covering with wet absorbent materials. The curing shall be done for a minimum period of 7 days. Over the foundation concrete the masonry work may be started after 48 hours of its laying, but the curing of cement concrete shall be continued along with masonry work for a minimum period of 7 days. In case of cement concrete used as sub-grade for flooring, the flooring may be commenced with 48 hours of the laying of sub-grade. In case it is not possible to do so due to exigencies of work. The subgrade shall be roughened with steel wire brush without disturbing the concrete, wetted with neat cement slurry at the rate of 1.75 kg of cement per square metre applied to the

base before laying floor, and full rate of artificial stone flooring/mosaic will be paid with the specific orders of the Engineer-in-Charge. The curing to be continued along with top layer of flooring for a minimum period of 7 days.

2.4 Construction Joints:

All joints in slabs and other horizontal members are to be formed by inserting vertical boards against which the concrete deposited can be properly rammed. The position where such joints may be made will be indicated by the Engineer-in-Charge or his representative. In the case of horizontal joint any excess mortar or laitance shall be moved from the surface after the concrete is deposited and before it has set.

When the work has to be commenced on a surface which has hardened, such surface shall be well roughened and all laitance removed; the surface shall then be swept clean, thoroughly wetted and covered with a thin layer of mortar composed of equal volumes of cement and sand. Such works shall be deemed to be covered by the rates for concrete.

2.5 Minimum Crushing Strength:

For major RCC work, (where concrete is specified by strength) the mix should not be leaner than 1:11/ :3 so as to give ultimate crushing strength not less than 25 N/Sq. mm. at 28 days cured under field condition. The mix for the concrete is to be so adopted and the slump is to be so allowed as to give specified strength and proper workability at the existing site conditions. Contractor shall remain fully responsible for producing concrete of specified strength in the actual job and therefore cast at his own cost test specimens of 15 cm. Cube as already specified during work and cure the same in similar way as for laid concrete being tested for strength. Each set of test specimen shall be taken to cover the quantity of concrete laid on the job during the period from the time of taking the previous set of specimens and the quantity will be estimated by the Engineer-in-Charge from records maintained by him.

The interior surface of the mould and base plate shall be lightly oiled before the concrete is placed in the mould.

2.6 Compacting

The test specimens shall be made as soon as practicable after mixing and in such a way as to produce full compaction of the concrete with neither segregation nor excessive laitance. The concrete shall be filled into the mould in layers approximately 5 cm deep. In placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete slides from it, in order to ensure a symmetrical distribution of the concrete within the mould. Each layer shall be compacted either by hand or by vibration. After the top layer has been compacted, the surface of the concrete shall be finished level with the top of the mould, using a trowel, and covered with a glass or metal plate to prevent evaporation.

2.7.1 Compacting by Hand –

When compacting by hand, the standard tamping bar shall be used and the strokes of the bar shall be distributed in a uniform manner over the cross—section of the mould. The number of strokes per layer required to produce specified conditions will vary according to the type of concrete. For cubical specimens, in no case shall the concrete be subjected to less than 35 strokes per layer for 15 cm cubes or 25 strokes per layer for 10 cm cubes. For cylindrical specimens, the number of strokes shall not be less than 30 per layer. The strokes shall penetrate into the underlying layer and the bottom layer shall be rodded B-162 throughout its depth. Where voids are left by the tamping bar, the sides of the mould shall be tapped close the voids.

2.7.2. Compacting by Vibrator

When the job concrete is placed by vibration and consistency of the concrete is such that the test specimens cannot be properly moulded by hand rodding as described under 2.6.1.1 above, the specimens shall be vibrated to give a compaction corresponding to that of the job concrete. The fresh concrete shall be placed in the mould in two layers, each approximately half the volume of mould. In placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete there slides from it, in order to ensure a symmetrical distribution of concrete within the mould. Either internal or external vibrator may be used. The vibration of each layer shall not be continued longer than what is necessary to secure the required density. Internal vibrators shall be of appropriate size and shall penetrate only the layer to be compacted. In compacting the first layer, the vibrators shall not be allowed to rest on the bottom of the mould. In placing the concrete for the top layer, the mould shall be filled to the extent that there will be no mortar loss during vibration. After vibrating the second layer, enough concrete shall be added to bring the level above the top of the mould. The surface of the concrete shall then be struck off with a trowel and covered with a glass or steel plate as specified under (a) above. The whole process of moulding shall be carried out in such a manner as to preclude the alternation of water cement ratio of the concrete by loss of water either by leakage from the bottom or overflow from the top of the mould.

2.8 Curing

The test specimens shall be stored on the site at a place free from vibration, under damp matting, sacks or other similar material for 24 hours $\pm \frac{1}{2}$ hour from the time of adding the water to the other ingredients. The temperature of the place of storage shall be within the range of 22°C to 32°C. After the period of 24 hours, they shall be marked for later identification removed from the moulds and unless required for testing within 24 hours, stored in clean water at a temperature of 24°C to 30°C until they are transported to the testing laboratory. They shall be sent to the testing laboratory well packed in damp sand, damp sacks, or other suitable material so as to arrive there in a damp condition not less than 24 hours before the time of test. On arrival at the testing laboratory, the specimens shall be stored in water at a temperature of 27°C $\pm 2^\circ\text{C}$ until the time of test, records of the daily maximum and minimum temperature shall be kept during the period of the specimens remain on the site and in the laboratory.

After curing, the specimen suitably marked and properly wrapped shall be made over to the Engineer in- Charge or his representative who will arrange to have them tested at 28

days from the date of casting. If there be any delay for any reason whatsoever the result of the test shall nevertheless be valid and will be applicable as per rules in each case for all test specimens whatsoever. The contractor shall be responsible for proper packing of the specimens at his own cost, for safe and convenient transport of the same from the site to the testing laboratory. The cost of testing the test moulds and other charges including cost of carriage of the test moulds from the work site to the particular laboratory (both ways) and other incidental charges in this connection will have to be borne by contractor.

In case of concrete showing, on the result of the cube tests, strength less than that specified in (a) and (b) of the Acceptance Criteria but has a strength greater than (c) & (d) of the said Acceptance Criteria concrete may, at the discretion of the Engineer-in-Charge, be accepted as being structurally adequate without further testing.

If the concrete is deemed not to comply pursuant to I&. (d) of the Acceptance Criteria, the Structural adequacy of the parts affected may be investigated as per provision of I.S. 456 latest revision i.e. core test and/ or load test, as the case may be before rejection on the application of the Contractor with the undertaking to bear the cost of such tests. If the strength of concrete is such that it satisfies provisions made in relevant of 16.3.3 and/or sub-clause 16.5.3 of I.S. 456-1978, concrete in the member represented by such tests shall be considered acceptable but the Engineer-in-Charge shall have the full power to fix the rate of deduction @ Rs.200/- per cubic metre.

In case the test results do not satisfy the relevant requirement of the preceding paragraph, the volume of concrete so deficient shall be deemed to be un-acceptable and shall be removed from the structure and replaced by fresh concrete to specified strength and the contractor shall, in that case, have to carry out the instruction of the Engineer-in-Charge irrespective of the amount of loss, inconvenience and difficulties involved.

The contractor shall remain liable to act/to carry out instructions under the provision of this clause, notwithstanding issuing of any certificate or the passing of any bills or accounts by the Engineer-in-Charge.

3.0 MATERIALS

General

All materials used in the works shall be of the best kind and to the approval of the Engineer-in-Charge. All materials shall comply with the relevant Bureau of Indian Standard Specification.

3.1.1 Plastering

Plastering shall be done as per thickness specified and where shown on the drawing with the specified proportion of cement mortar.

Superficial plastering may be done, if necessary, only in structures situated in fast flowing rivers or in severely aggressive environment. Plastering shall be started from top and worked down. All holes shall be properly filled in advance of the plastering, while the scaffolding is being taken down. Wooden screeds 75 mm wide and of the thickness of the plaster shall be fixed vertically 2.5 m to 4 m apart, to act as gauges and guides in applying the plaster. The mortar shall be laid on the wall between the screeds using the plasterer's float and pressing the mortar so that the raked joints are properly filled. The plaster shall then be finished off with a wooden straight edge reaching across the screeds.

The straight edge shall be worked on the screeds with a small upward and sideways motion 50 mm to 75 mm at a time. Finally, the surface shall be finished off with a plasterer's wooden float. Metal floats shall not be used.

When re-commencing plastering beyond the work suspended earlier, the edges of the old plaster shall be scraped, cleaned and wetted before plaster is applied to the adjacent areas.

No portion of the surface shall be left unfinished for patching up at a later period. The plaster shall be finished true to plumb surface and to the proper degree of smoothness as directed by the Engineer.

The average thickness of plaster shall not be less than that specified. The minimum thickness over any portion of the surface shall not be less than the specified thickness by more than 3mm.

Any cracks which appear in the surface and all portions which sound hollow when tapped, or are found to be soft or otherwise defective, shall be cut in rectangular shape and re-done as directed by the Engineer.

3.1.2 Curing of Finishes

Curing shall be commenced as soon as the mortar used for finishing has hardened sufficiently so as not to be damaged during curing. The curing shall be done for a period of at least 7 days, during which the finishing shall be suitably protected from all damages.

3.1.3 Scaffolding for Finishes

Stage scaffolding independent of the structure, shall be provided for the work of finishing.

3.1.4 ACCEPTANCE OF WORK

All work shall be true to lines and levels as indicated on the drawing or as directed by the Engineer, subject to tolerances as indicated in these specifications.

Mortar cubes shall be tested in accordance with IS: 2250 for compressive strength, consistency of mortar and its water receptivity. The frequency of testing shall be one sample for every 2 cubic metres of mortar subject to a minimum 3 samples for a day's work.

In case of plaster finish, the minimum surface thickness shall not be less than the specified thickness by more than 3 mm.

3.2.1 CEMENT

No cement except those approved by Engineer-in-Charge shall be used in work or brought to site by contractor. Cement bags must be stored in a water-tight shed having wooden floor or platforms raised at least 50 mm. from ground as approved by the Engineer-in-Charge. Cement which is partially set or which is lumpy or caked is to be treated as damaged and shall be removed from the site immediately. For list of relevant IS Code for Cement to be used in work Page-B-64-65 of Volume-I & Clause 2.1.4 (Page-9) of Volume-III of Combined PWD Schedule and mandatory tests before use of Cement material into works are given in clause 3.0 (Page 188, 189 & 190) Volume-III of Combined PWD Schedule, may be seen.

3.2.2 Coarse Aggregates for Cement Concrete Works:

Stone chips or stone ballast for cement concrete (plain or reinforced) shall be hard, of uniform and fine texture. free from faults or planes of weakness and free from weathered faces. The ballast or chips must be free from loam, clay or any surface coating, free from organic matter or other impurities and screened, free of dust. Stone of black and hard variety as is generally available from quarries in Pakur or Chandil areas will be normally used. Stone aggregates from other sources may also be used provided the same is found suitable in the opinion of the Engineer-in-Charge. The opinion of Engineer-in-Charge must be recorded in writing. The ballast or chips shall be obtained by breaking from large blocks and must be more or less cubicle in shape.

Size of Coarse Aggregates : For any of the following nominal sizes of graded coarse aggregates, grading shall be in conformity with the requirements laid down in the Indian Standards Specification IS : 383-1963 as shown below in

Table 1.

IS.SieveDesignation	Percentage passing for graded aggregate of nominal size			
	40mm	20mm	16mm	12.5mm
1	2	3	4	5
80mm	100			
63mm				
40mm	95-100	100		
20mm	30-70	95-100	100	100
16mm			90-100	
12.5mm.				90-100
10mm.	10-35	25-55	30-70	40-85
4.75mm.	0-5	0-10	0-10	0-10
2.36mm.				

When coarse aggregates brought to the site is ungraded, single size coarse aggregates of different nominal sizes, conforming to the requirements vide Table II given below, shall be mixed at site with the other ingredients of concrete either directly in the mixture or on the platform in the proportion indicated in Table III below :

TABLE –II

IS.SieveDesignation	Percentage passing for single sized aggregate ofnominalsize					
	63mm	40mm	20mm	16mm	12.5mm	10mm
1	2	3	4	5	6	7
80mm	100					
63mm	85-100	100				
40mm	0-30	85-100	100			
20mm	0-5	0-20	85-100	100		
16mm				85-100	100	
12.5mm.					85-100	100
10mm.	0-5	0-5	0-20	0-30	0-45	85-100
4.75mm.			0-5	0-5	0-10	0-20
2.36mm.						0-5

SI. No.	Cement concretemix	Nominal sizeof aggregate	Partsof aggregateof size50mm.	Partsof aggregateof size40mm.	Partsof aggregateof size20mm	Partsof aggregateof size12.5mm	Partsof aggregateof size10mm.
1	2	3	4	5	6	7	8
1.	C.CI:6:12	63mm	9	3			
2.	C.C.1:6:12	40mm	9		3		
3.	C.C.1:5:10	63mm	7½	2½			
4.	C.C. 1:5:10	40mm	7½		2½		
5.	C.C.1:4:8	63mm	6		2		
6.	C.C.I:4:8	40mm	6		2		
7.	CC. 1:3:6	63mm	4½	1½			
8.	CC. 1:3 :6	40mm	4½		1½		
9.	CC. 1:3:6	20mm		4½		1½	
10.	C.C.1:2:4	40mm	2½		1	1½	
11.	C.C.1:2:4	20mm		3			1
12.	C.C.1:2:4	12.5mm			3		1
13.	C.C. 1:½:3	20mm		2		1	
13.	C.C.1:½:3	20mm		2		1	

TABLE – III Notes: The Proportions indicated in Table III above are by volume. These proportions may be varied somewhat by Engineer-in-Charge after making sieve analysis of the aggregates brought to the site, when considered necessary for obtaining better density and strength of concrete, void ratio in the tune 0-25 All-in-aggregates: If combined aggregates are available, they need not be separated into fine and coarse. But necessary adjustment may be made in the grading by the addition of single sized aggregates. The grading of the all-in-aggregate when analysed as described in IS: 2386 (Part I) shall be in accordance with Table IV.

TABLE - IV

I.S.Seive Designation	Percentage passing for all-in-aggregate	
	40mm Nominal size	20mm Nominal size
1	2	3
80mm	100	
40mm	95-100	100
20mm	45-75	95-100
4.75mm	25-45	30-50
600 micron	8-30	10-35
150 micron	0-6	0-6

3.2.3 Fine Aggregate (Sand)

All sand shall be clean sharp and free from clay, loam, organic or any other foreign matter, shall be obtained from approved source. The contractor shall get the sample of sand to be used in different kinds of works approved by the Engineer-in-Charge before using the same in work. Sand which in the opinion of the Engineer-in-Charge or his representative is dirty, must be washed to his satisfaction at the cost and expenses of the contractor.

- i) Sand for all cement concrete work must be coarse. The sand shall pass through a mesh, 4.75mm. square measured in the clear. Sand shall not be used for concrete works if it contains more than 10% of fine grains passing through a 76 mesh sieve as used for cement test, nor should the fineness modulus be less than 2.00 unless specific permission is obtained from the Engineer-in-Charge.
- ii) Medium sand may be used for cement mortar, formasonry, plaster etc. fineness modulus shall be between 2 and 1.8.

4. PRESSED CERAMIC TILE FLOORING (VITRIFIED TILE FLOORING):

Pressed Ceramic Tiles The tiles shall be of approved make and shall generally conform to IS 15622. They shall be flat, and true to shape and free from blisters crazing, chips, welts, crawling or other imperfections detracting from their appearance. The tiles shall be tested as per IS 13630. Classification and Characteristics of pressed ceramic tiles shall be as per IS 13712. The tiles shall be square or rectangular of nominal size. Table 1,3,5, and 7 of IS 15622 give the modular preferred sizes and table 2,4,6 and 8 give the most common non modular sizes. Thickness shall be specified by the manufacturer. It includes the profiles on the visible face and on the rear side. Manufacturer/supplier and party shall choose the work size of tiles in order to allow a nominal joint width upto 2mm for unrectified floor tiles and upto 1mm for rectified floor tiles. The joint in case of spacer lug tile shall be as per spacer. The tiles shall conform to table 10 of IS 15622 with water absorption 3 to 6% (Group BII). The top surface of the tiles shall be glazed. Glaze shall be either glossy or matt as specified. The underside of the tiles shall not have glaze on more than 5% of the area in order that the tile may adhere properly to the base. The edges of the tiles shall be preferably free from glaze. However, any glaze if unavoidable, shall be permissible on only upto 50 per cent of the surface area of the edges.

Coloured Tiles

Only the glaze shall be coloured as specified. The sizes and specifications shall be the same as for the white glazed tiles.

Decorative Tiles

The type and size of the decorative tiles shall be as follows :

- (i) Decorated white back ground tiles The size of these tiles shall be as per IS 15622.
- (ii) Decorated and having coloured back-ground The sizes of the tiles shall be as per IS 15622.

Preparation of Surface and Laying

- i) Base concrete or the RCC slab on which the tiles are to be laid shall be cleaned, wetted and mopped. The bedding for the tile shall be with cement mortar 1:4 (1 cement : 4 coarse sand) or as specified. The average thickness of the bedding shall be 20 mm or as specified while the thickness under any portion of the tiles shall not be less than 10 mm.
- ii) Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it.
- iii) Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre over an area upto one square metre. Tiles shall be soaked in water washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.
- iv) The surface of the flooring during laying shall be frequently checked with a straight edge about 2 m long, so as to obtain a true surface with the required slope. In bath, toilet W.C. kitchen and balcony/verandah flooring, suitable tile drop or as shown in drawing will be given in addition to required slope to avoid spread of water. Further tile drop will also be provided near floor trap.
- v) Where full size tiles cannot be fixed these shall be cut (sawn) to the required size, and their edge rubbed smooth to ensure straight and true joints. Tiles which are fixed in the floor adjoining the wall shall enter not less than 10 mm under the plaster, skirting or dado. After tiles have been laid surplus cement slurry shall be cleaned off.

Pointing and Finishing

The joints shall be cleaned off the grey cement slurry with wire/coir brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement added with pigment if required to match the colour of tiles. Where spacer lug tiles are provided, the half the depth of joint shall be filled with polysulphide or as specified on top with under filling with cement grout without the lugs remaining exposed. The floor shall then be kept wet for 7 days. After curing, the surface shall be washed and finished clean. The finished floor shall not sound hollow when tapped with a wooden mallet.

Measurements

Length and breadth shall be measured correct to a cm before laying skirting, dado or wall plaster and the area calculated in square metre correct to two places of decimal. Where coves are used at the junctions, the length and breadth shall be measured between the lower edges of the coves. No deduction shall be made nor extra paid for voids not exceeding 0.20 square metre. Deductions for ends of dissimilar materials or other articles embedded shall not be made for areas not exceeding 0.10 square metre. Areas, where glazed tiles or different types of decorative tiles are used will be measured separately.

5. DOOR, WINDOW AND VENTILATOR FRAMES

Timber for door, window and ventilators frames shall be as specified. Timber shall be sawn in the direction of the grains. All members of a frame shall be of the same species of timber and shall be straight without any warp or bow. Frames shall have smooth, well-planed (wrought) surfaces except the surfaces touching the walls, lintels, sill etc., which may be left clean sawn. Rebates, rounding or moulding shall be done before the members are jointed into frames. The depth of the rebate for housing the shutters shall be 15 mm, and the width of the rebates shall be equal to the thickness of the shutters. A tolerance of ± 2 mm shall be permitted in the specified finished dimensions of timber sections in frames.

Joints

The Jamb posts shall be through tenoned in to the mortise of the transoms to the full thickness of the transoms and the thickness of the tenon shall be not less than 2.5 cm. The tenons shall closely fit into the mortise without any wedging or filling. The contact surface of tenon and mortise before putting together shall be glued with polyvinyl acetate dispersion based adhesive conforming to IS 4835 or adhesive conforming IS 851 and pinned with 10 mm dia hard wood dowels, or bamboo pins or star shaped metal pins. The joints shall be at right angles when checked from the inside surfaces of the respective members. The joints shall be pressed in position. Each assembled door frame shall be fitted with a temporary stretcher and a temporary diagonal brace on the rebated faces.

Fixing of Frames

The frames shall be got approved by the Engineer -in -Charge before being painted, oiled or otherwise treated and before fixing in position. The surface of the frames abutting masonry or concrete and the portions of the frames embedded in floors shall be given a coating of coal tar. Frames shall be fixed to the abutting masonry or concrete with holdfasts or metallic fasteners as specified. After fixing, the jamb posts of the frames shall be plugged suitably and finished neat. Vertical members of the door frames shall be embedded in the floor for the full thickness of the floor finish and shall be suitably strutted and wedged in order to prevent warping during construction. A minimum of three hold fasts shall be fixed on each side of door and window frames one at centre point and other two at 30 cm from the top and bottom of the frames. In case of window and ventilator frames of less than 1 m in height two hold fasts shall be fixed on each side at quarter point of the frames. Hold fasts and metallic fasteners shall be measured and paid for separately.

Measurements

Wood work wrought, framed and fixed shall be measured for finished dimension without any allowance for the wastage or for dimensions beyond specified dimension. However, in case of members having mouldings, roundings or rebates and members of circular or varying sections, finished dimensions shall be taken as the sides of the smallest square or rectangle from which such a section can be cut. Length of each member shall be measured over all to the nearest cm so as to include projection for tenons. Width and thickness shall be measured to the nearest mm and the quantity shall be worked out in unit of upto three places of decimal.

5.1 HOLD FASTS

These shall be made from mild steel flat 40×5 mm size conforming to IS 7196 without any burns or dents. 5 cm length of M.S. flat at one end shall be bent at right angle and one hole 11

mm dia shall be made in it for fixing to wooden frame with 10 mm dia nut bolt. The bolt head shall be sunk into the wooden frame, 10 mm deep and plugged with wooden plug. At the other end 10 cm length of the hold fast flat shall be forked and bent of length as specified at right angle in opposite direction and embedded in cement concrete block of size 30 x 10 x 15 cm of mix 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate, 20 mm nominal size) or as specified

Measurements

Measurements for the hold fasts shall be in number.

5.2 FLUSH DOOR SHUTTERS

Flush door shutters shall have a solid core and may be of the decorative or non-decorative (Paintable type as per IS 2202 (Part I). Nominal thickness of shutters may be 25, 30 or 35 mm. Thickness and type of shutters shall be as specified.

Width and height of the shutters shall be as shown in the drawings or as indicated by the Engineer-in-Charge. All four edges of the shutters shall be square. The shutter shall be free from twist or warp in its plane. The moisture content in timbers used in the manufacture of flush door shutters shall be not more than 12 per cent when tested according to IS 1708.

Core

The core of the flush door shutters shall be a block board having wooden strips held in a frame constructed of stiles and rails. Each stile and rail shall be a single piece without any joint. The width of the stiles and rails including lipping, where provided shall not be less than 45 mm and not more than 75 mm. The width of each wooden strip shall not exceed 30 mm. Stiles, rails and wooden strips forming the core of a shutter shall be of equal and uniform thickness. Wooden strips shall be parallel to the stiles. End joints of the pieces of wooden strips of small lengths shall be staggered. In a shutter, stiles and rails shall be of one species of timber. Wooden strips shall also be of one species only but it may or may not be of the same species as that of the stiles and rails. Any species of timber may be used for core of flush door. However, any non-coniferous (Hard wood) timber shall be used for stiles, rails and lipping.

Face Panel

The face panel shall be formed by gluing, by the hot-press process on both faces of the core, either plywood or cross-bands and face veneers. The thickness of the cross bands as such or in the plywood shall be between 1.0 mm and 3.0 mm. The thickness of the face veneers as such or in the plywood shall be between 0.5 mm and 1.5 mm for commercial veneers and between 0.4 mm and 1.0 mm for decorative veneers, provided that the combined thickness of both is not less than 2.2 mm. The direction of the veneers adjacent to the core shall be at right angles to the direction of the wooden strips. Finished faces shall be sanded to smooth even texture. Commercial face veneers shall conform to marine grade plywood and decorative face veneers shall conform to type I decorative plywood in IS 1328.

Lipping

Lipping, where specified, shall be provided internally on all edges of the shutters. Lipping shall be done with battens of first class hardwood or as specified of depth not less than 25 mm. For double leaved shutters, depth of the lipping at meeting of stiles shall be not less than 35 mm. Joints shall not be permitted in the lipping.

Rebating

In the case of double leaves shutters the meeting of stiles shall be rebated by 8 mm to 10 mm. The rebating shall be either splayed or square type as shown in drawing where lipping is provided. The depth of lipping at the meeting of stiles shall not be less than 30 mm.

Opening for Glazing

When required by the purchaser opening for glazing shall be provided and unless otherwise specified the opening for glazing shall be 250 mm in height and 150 mm or 200 mm in width unless directed otherwise. The bottom of the opening shall be at a height of 1.4 m from the bottom of the shutter. Opening for glazing shall be lipped internally with wooden batten of width not less than 25 mm. Opening for glazing shall be provided where specified or shown in the drawing.

Venetian Opening

Where specified the height of the venetian opening shall be 350 mm from the bottom of the shutter. The width of the opening shall be as directed but shall provide for a clear space of 75 mm between the edge of the door and venetian opening but in no case the opening shall extend beyond the stiles of the shutter. The top edge of the opening shall be lipped internally with wooden battens of width not less than 25 mm. Venetian opening shall be provided where specified or shown in the drawing.

Tolerance

Tolerance on width and height shall be + 3 mm and tolerance on nominal thickness shall be ± 1.2 mm. The thickness of the door shutter shall be uniform throughout with a permissible variation of not more than 0.8 mm when measured at any two points.

Adhesive

Adhesive used for bonding various components of flush door shutters namely, core, core frame, lipping, cross-bands, face veneers, plywood etc. and for bonding plywood shall conform to BWP type, phenol formaldehyde synthetic resin adhesive conforming to IS 848.

Tests

Samples of flush door shutters shall be subjected to the following tests:

- (a) End Immersion Test
- (b) Knife Test
- (c) Glue Adhesion

Test One end of each sample shutter shall be tested for End Immersion Test. Two specimens of 150 x 150 mm size shall be cut from the two corners at the other end of each sample shutter for carrying out Glue Adhesion Test. Knife Test shall be done on the remaining portion of each sample shutter. Test shall be done as laid down

Sample Size

Shutters of decorative and non-decorative type from each manufacturer, irrespective of their thickness, shall be grouped separately and each group shall constitute a lot. The number of shutters (sample size) to be selected at random from each lot for testing shall be as specified in Table.

If the total number of shutters of each type in a work (and not the lot) is less than twenty five, testing may be done at the discretion of the Engineer-in-Charge and in such cases extra payment shall be made for the sample shutter provided the sample does not fail in any of the test specified.

For knife test, glue adhesive test, slamming test, the end immersion test, the number of shutters shall be as per Table.

TABLE
Sample Size and Criteria for Conformity

Lot Size	Sample Size	Permissible	no. of	Sub. Sample size
		defective		

(1)	(2)	(3)	(4)
Upto 26 to 50	8	0	1
51 – 100	13	1	2
101 – 150	20	1	2
151 – 300	32	1	3
301 – 500	50	2	4
501 and above	80	2	5

Criteria for Conformity

All the sample shutters when tested shall satisfy the requirements of the tests laid down in Appendix F of Chapter 9. The lot shall be declared as conforming to the requirements when numbers of defective sample does not exceed the permissible number. If the number of sample shutters found unsatisfactory for a test is one, twice the number of samples initially tested shall be selected and tested for the test. All sample shutters so tested shall satisfy the requirement of the test. If the number of samples found unsatisfactory for a test is two or more, the entire lot shall be considered unsatisfactory.

Measurements

Length and width of the shutters shall be measured to the nearest cm in closed position covering the rebates of the frames but excluding the gap between the shutter and the frame. Overlap of two shutters shall not be measured. All work shall be measured net as fixed and area calculated in square metres to nearest two places of decimal. No deduction shall be made for providing venetian opening and opening for glazing.

5.3 PANELLING MATERIAL

Timber

Timber panels shall be preferably made of timber of larger width. The minimum width and thickness of a panel shall be 150 mm and 15 mm respectively. When made from more than one piece, the pieces shall be joined with a continuous tongue and groove joint, glued together and reinforced with metal dowels. The grains of timber panels shall run along the longer dimensions of the panels. The panels shall be designed such that no single panel exceeds 0.5 square metre in area.

5.3.1 Plywood Boards

Plywood shall be of BWP grade or BWR grade as per IS 303.

Marine plywood confirming to IS 710. 9.2.2.3

Fire resistant plywood confirming to IS 5509.

Thickness :

Plywood boards are available in thickness ranging from 3 to 25 mm. Tolerance in thickness shall be $\pm 10\%$ for boards upto and including 5 mm; $\pm 7\%$ for boards from 6 to 9 mm and $\pm 5\%$ for boards above 9 mm thickness. The boards shall be of uniform thickness and the surfaces of the boards shall be sanded to a smooth finish. Number of plies in plywood boards shall be as per Table.

TABLE

Thickness in mm	No. of ply	Thickness in mm	No. of ply
-----------------	------------	-----------------	------------

3,4,5,6	3	12,15,16,19	9
5,6,8,9	5	19,22,25	11
9,12,15,16	7		(Above 11 Ply as ordered)

Note : Plywood of 9 mm thick of 5 or 7 ply may be used generally.

Moisture content of the plywood boards when tested in accordance with IS 1734 (Part 1) shall not be less than 5 per cent and not more than 15 per cent.

Testing :

One sample for every 100 sqm or part thereof shall be taken and testing done as per IS 303. However, testing may not be done if the total requirement of plywood boards is less than 30 sqm. All the samples tested shall meet the requirements of physical and mechanical properties of plywood boards specified.

5.3.2 Particle Boards

Particle boards shall be of medium density and manufactured from particles of agro waste, wood or lignocellulose i.e. material blended with adhesive and formed into solid panels under the influence of heat, moisture, pressure etc. The particle boards shall be flat pressed three layered or graded and of Grade-I as per Table 1 of IS 3087. Both surfaces of the boards shall be sanded to obtain a smooth finish and shall conform to IS 3087.

Adhesives :

Adhesives used for bonding shall be BWP type synthetic resin conforming to IS 848.

Thickness and Tolerance :

Thickness of particle boards shall be as specified. Tolerance in thickness shall be $\pm 5\%$ for boards upto and including 25 mm thick and ± 2.5 per cent for boards above 25 mm thickness. Each board shall be of uniform thickness.

Testing :

One sample for every 100 sqm or part thereof shall be taken and testing done as per IS 3087. However, testing may not be done if the total requirement of particle boards in a work is less than 30 sqm. All the samples tested shall meet the requirement of physical and mechanical properties of particle boards specified .

5.3.3 Veneered Particle Boards

Veneered Particle Boards with core of FPT-1 or graded board Grade-I particle board (IS 3087) with commercial or general purpose veneer (Type-1) or decorative veneers on both faces or with decorative veneer on one face and commercial /general purpose veneers on the other Type-2. Face veneers are bonded using adhesives under the influence of heat and pressure.

Adhesives :

The adhesive used for bonding veneers shall be BWP or BWR type conforming to IS 848 for grade I veneered particle board. 9.2.4.3 Thickness & Tolerance : Veneered particle boards are available in various thickness 6, 10, 12, 20, 25, 30, 35, 40, 45 & 50 mm. Tolerance in thickness shall be $\pm 5\%$.

Testing :

One sample for every 100 sqm or part thereof shall be taken and testing done as per IS 3097. However, testing may not be done if the total requirement of veneered particle boards in a work is less than 30 sqm. All the samples tested shall meet the requirements of physical and mechanical properties of veneered particle boards as under:

1. Moisture Content 5-15%
2. Water Absorption
 - (a) 2 hrs. soaking Not more than 25%
 - (b) 24 hrs. soaking Not more than 50%

3. Water Resistance No sign of disintegration or delamination after 3 hrs. boiling in water.

4. Swelling in Water

(a) General absorption for 2 hrs. immersion Not more than 7%

(b) Surface absorption for 2 hrs. Not more than 5%

5. Adhesion of plies Knife test

Type of face veneers, thickness of veneered particle boards and adhesive used for bonding shall be as specified. Unless otherwise stated, exterior grade veneered particle boards with BWP type synthetic resin adhesive shall be used.

5.3.4 Non-Asbestos Fibre Boards

Fibre boards shall be of medium density cement board reinforced with wood fibre, produced by fiberizing steamed wood under pressure, blended with adhesive and wax and formed into solid panels under controlled conditions of heat and pressure as per IS 14862.

Adhesives :

The adhesive used for bonding shall be BWP type synthetic resin conforming to IS 848.

Thickness :

Fibre boards are available in thickness 6, 9, 12, 15, 18, 22, 25, 30, 35 & 40 mm. The tolerance in thickness shall be ± 0.3 mm. Thickness of fibre boards and adhesive used for bonding shall be as specified. Unless otherwise stated, exterior grade fibre boards bonded with BWP type synthetic resin adhesive shall be used.

5.3.5 Float Glass,

Frosted Glass Float glass used shall be as specified in sub-head 21.0 of this specifications. For panel exceeding 0.5 sqm in area, the nominal thickness of the glass to be used shall be as specified.

6.1 FIBRE GLASS REINFORCED PLASTIC (FRP) DOOR FRAMES

Door Frames shall be three legged of cross section 90 mm x 45 mm having single rebate of size 32 mm x 15 mm to receive shutter of 30 mm thickness. The frame shall be made of laminate of thickness of 2 mm and shall be filled with wooden blocks of exterior grade MDF or seasoned and treated hard wood inside the laminate in all the three legs of the frame. The frame to be moulded by either hand lay up or resin transfer moulding process. The process shall consist of laying gelcoat at 1000 gms./m² and laid over with layer of FRP Mat (CSM mat) gelcoat and FRP (CSM Mat) are defined in IS 14856. The CSM mat shall be bonded with Isophatholic resin in the ratio not less than 1:2 (One part of Mat to two parts of Isopathlic resin and fillers & additives) by weight. The edge shall be sealed with gelcoat and FRP mat to obtain smooth finish. Sufficient roving shall be laid in the corner to have smooth curve while laying the CSM mat.

FRP door shall be manufactured as per specifications laid down in IS 14856, nomenclature of items & direction of Engineer-in-Charge.

Tolerance

Tolerance of size of frame to be + 2 mm and on size of rebate to be + 1 mm.

Finish

The surface of the moulded frame shall be free from any visible defects such as small pores, crazing, blistering, wrinkling, impurities, defective impregnation, colour blots and aggregate defects, as mentioned in IS 14856. Scattered pin holes duly repaired and finished by applying resin and not noticeable shall be acceptable. Frame laminate shall be flat and shall have smooth and level surface. Laminate shall be finished in colour & shade as approved by Engineer-in-Charge.

Fixing of Frame

The frames are to be fixed in prepared openings in the walls. All civil work and tiling should be completed before the fixing of the frames. The frames are to be fixed directly on the plastered wall. In case tiling is to be done in the place the frames are to be fitted, a 50 mm strip should be left untiled at the location where the frames are to be fitted. The frames are erected in the prepared opening such that the vertical members of the door frame are embedded 50 mm in the floor. The frame shall be fitted truly in plumb. A minimum of three anchor bolts or screws of size 65/100 shall be used to fix each vertical member. One bolt shall be fixed at 200 mm from the top member and one bolt shall be fixed at 200 mm from the floor. The third anchor bolt shall be fixed in the center. The top horizontal member shall be fixed using two 65/100 size anchor bolts or screws at a distance of 200 mm from both the corners.

Measurement

The outer length of the vertical and horizontal members of PVC door frame shall be measured in running metres including embedded length in floor corrected upto a cm.

6.2 FIBRE GLASS REINFORCED PLASTIC (F.R.P.) SHUTTERS

F.R.P. Shutters shall be manufactured conforming to the specifications as per IS 14856 and nomenclature of item & direction of Engineer-in-Charge. (Fig. 9.24A & 9.24B).

Blocks of any seasoned hardwood of bulk density not less than 450 kg./m³ at 12 per cent moisture content or any other material of sufficient thickness and length shall be provided inside the shutter at suitable place to hold fittings and fixtures such as aldrops, tower bolt, handle, sliding door bolt, mortice lock etc. Blocks for hinges shall be provided at three locations, unless otherwise specified by the purchaser. One at the centre and other two at 200 mm from the top and the bottom of the shutter. Blocks shall be provided at predetermined places in the shutter so as to fix hinges mortice locks, tower bolts, aldrops, door closures, etc. The finished surface shall be buffed and polished with wax.

Location of Fittings and Accessories

The lock rail of door shutters shall be so placed that its centre line is at a height 850 + 5 mm from the bottom of the shutter. Door shutter shall be fixed to the frame with three hinges, unless otherwise specified by the purchaser, of the type specified. These locations shall be, one at centre and other two at 200 mm from the top and the bottom of the shutter, where blocks have already been provided and suitable indication by depressing the profile has been made. Screws for fixing the hinges shall be screwed in with screwdrivers & not hammered. The length of screw should be 8/30 mm. The hinges used shall be stainless steel or aluminum.

7. Painting:

It is essential that immediately after surface preparation but not later than a time gap of 6 hours, the prepared surface of the steel metal should be covered with a primer.

Primer coat cannot be expected to last for an extensive period. It must receive finish coats before it deteriorates.

Air temperature at the time of application should not be less than 10 degree Centigrade and relative humidity should not be more than 90%. Before applying the painting material, it should be thoroughly mixed. Each coat should be free from runs, drops, pinholes, wave, laps, sags and unnecessary brush marks and should be allowed dry or harden before succeeding coat is applied. Care should be taken to prevent contamination of surfaces between coats of paint.

All coats should be applied in such a manner that produces an even film of uniform thickness completely covering all corners. Painting should be done by the qualified and experienced

workers. Thinner should not be added to any paint. However, if used, solvent should be compatible with the paint materials being applied.

Spray application should be performed with airless spray equipment. Spray guns should be suited to the type of paint being used and should be operated with orifices, nozzles and air pressure suited to the type of paint and its consistency.

Brush application of priming coats should be avoided. If brush is to be applied, paint material should be applied with succeeding coats, each coat of uniform coverage, well brushed out, leaving no defects.

Roller application of coating system should be avoided. If it is essential then coating should be uniform and in even coats without defects. Second coat should be applied at right angle to the first coat.

Surface Cleaning: The procedure of surface cleaning would comprise of following activities:

- i) Surface preparation with proper protection as per specified standard as laid down in para 4.2.1 of IS code :14177 for painting of dam gates, stop logs & exposed embedded parts etc.
- ii) Sand blast cleaning. Blast cleaning should be performed with sand/ grit/ shot as per standard (SA:2.5 STD/IS:1477, part-I:1971)
- iii) Removal of surface oil, grease, old painting, dust, rust etc. by use of required suitable tools and solvent as necessary with adequate protective measure for workforce and other parts such as gearbox, roller, embedded parts etc.

a) Mixing and thinning of paint:

- i) All ingredients in a paint container shall be thoroughly mixed to breakup lumps and disperse pigments before use and during application, to maintain homogeneity. Mixing shall be mechanical except when the container size is 20 litres or less; mixing by air bubbling is not permitted. All pigmented paints shall be strained after mixing to remove skins and other undesirable matters.
- ii) Dry pigments, pastes, tinting and colours shall be mixed and/or made into paint so that all dry powders get wetted by vehicles, and lumps and particles are uniformly dispersed.
- iii) Additives that are received separately, such as, curing agents, catalysts, hardeners etc shall be added to the paint as per manufacturer's instructions. These shall be promptly used within the pot life specified by the manufacturers and unused paint there after discarded.
- iv) Thinners shall not be used unless essential for proper application of the paint. Where thinners are used, they shall be added during the mixing process and the type and quantity of thinner shall be in accordance with the instructions of the paint manufacturer.

b) Storage of paint:

- i) All paints shall be stored strictly in accordance with requirements laid down by the paint manufacturer. The storage area shall be well ventilated and protected from sparks, flame, direct exposure to sun or excessive heat, preferably located in an isolated room or in a separate building.
- ii) All paint containers shall be clearly labelled to show at the time of use the identification, date of manufacture, batch number, order number and special instructions in legible form. The containers shall be opened only at the time of use. Paints which have gelled or otherwise deteriorated during storage shall not be used. Paints for which the shelf

life specified by the manufacturer has expired, shall not be used without inspection and approval by the Purchaser.

c) Paint application:

Paint shall be applied in accordance with manufacturer's recommendations and as supplemented by this specification.

Paint shall generally be applied by brushing, except that spraying may be used for finish coats only when brushing may damage the prime coats. Roller coat or any other method of paint application shall not be used unless specifically authorised. Spraying shall not be adopted leveling or zinc rich paints. Daubers may be used only when no other method is practicable for proper application in difficult accessible areas.

Paint shall generally not be applied when the ambient temperature is 10°C and below, for paints which dry by chemical reaction. The temperature requirements specified by the manufacturer shall be met with. Also, paint shall not be applied in rain, wind, fog or at relative humidity of 80%; and above or when the surface temperature is below dew point, resulting in condensation of moisture. Any wet paint exposed to damaging weather conditions shall be inspected after drying and the damaged area repainted after removal of the paint.

Each coat of paint shall be continuous, free of pores and of even film thickness without thin spots. The film thickness shall not be so high as to affect detrimentally either the appearance or the service of the paint.

Each coat of paint shall be allowed to dry sufficiently before application of the next coat to avoid damage such as lifting or loss of adhesion. Undercoats having glossy surface shall be roughened by mild sand papering to improve adhesion of subsequent coat. Successive coats of same colour shall be tinted, whenever practicable, to produce contrast and help identify the progress of work.

The application of paint by brush or spray are covered below.

a) Brush application:

Proper brushes shall be selected for a specific work piece. Round or oval brushes to IS:487 are better suited for irregular surfaces where as flat brushes to IS: 384 are convenient for large flat areas. The width of flat brushes shall not generally exceed 125mm. Paint shall be applied in short strokes depositing uniform amount of paint in each stroke followed by brushing the paint in to all surfaces irregularities, orifices and corners and finally smoothing or levelling the paint film with long and li leveling edges at about right angles to the first short strokes. All runs and sags shall be brushed out. The brush marks shall not be left in the applied paint as far as practicable.

b) Spray application:

The spraying equipment shall be compatible with the paint material and provided with necessary gauges and controls. The equipment shall be cleaned of dirt, dried paint, foreign matter and solvent before use. The paint shall be applied by holding the gun perpendicular to the surface, at a suitable distance and move in a pattern so as to ensure deposition of an uniform wet layer of paint. All runs and sags shall be brushed out immediately; areas not accessible to spray shall be painted by brush or dauber.

8. ALUMINIUM WORK

DOOR, WINDOW, VENTILATOR AND PARTITION FRAMES

Frame Work

First of all the shop drawings for each type of doors/windows/ventilators etc. shall be prepared by using suitable sections based on architectural drawings, adequate to meet the requirement/

specifications and by taking into consideration varying profiles of aluminium sections being extruded by approved manufacturers. The shop drawings shall show full size sections of glazed doors, windows, ventilators etc. The shop drawings shall also show the details of fittings and joints. Before start of the work, all the shop drawings shall be got approved from the Engineer-in-Charge. Actual measurement of openings left at site for different type of door/window etc. shall be taken. The fabrication of the individual door/windows/ventilators etc. shall be done as per the actual sizes of the opening left at site. The frames shall be truly rectangular and flat with regular shape corners fabricated to true right angles. The frames shall be fabricated out of section which have been cut to length, mitered and jointed mechanically using appropriate machines. Mitered joints shall be corner crimped or fixed with self tapping stainless steel screws using extruded aluminium cleats of required length and profile. All aluminium work shall provide for replacing damaged/broken glass panes without having to remove or damage any member of exterior finishing material.

Fixing of Frames

The holes in concrete/masonry/wood/any other members for fixing anchor bolts/fasteners/screws shall be drilled with an appropriate electric drill. Windows/doors/ventilators etc. shall be placed in correct final position in the opening and fixed to Sal wood backing using stainless steel screws of star headed, counter sunk and matching size groove. of required size at spacing not more than 250 mm c/c or dash fastener. All joints shall be sealed with approved silicone sealants. In the case of composite windows and doors, the different units are to be assembled first. The assembled composite units shall be checked for line, level and plumb before final fixing is done. Engineer -in-Charge in his sole discretion may allow the units to be assembled in their final location if the situation so warrants. Snap beadings and EPDM gasket shall be fixed as per the detail shown in the shop drawings. Where aluminium comes into contact with stone masonry, brick work, concrete, plaster or dissimilar metal, it shall be coated with an approved insulation lacquer, paint or plastic tape to ensure that electrochemical corrosion is avoided. Insulation material shall be trimmed off to a clean flush line on completion. The contractor shall be responsible for the doors, windows etc. being set straight, plumb, level and for their satisfactory operation after fixing is complete.

Measurements

All the aluminium sections including snap beadings fixed in place shall be measured in running meter along the outer periphery of composite section correct to a millimeter. The weight calculated on the basis of actual average (average of five samples) weight of composite section in kilogram correct to the second place of decimal shall be taken for payment (weight shall be taken after anodizing). The weight of cleat shall be added for payment. Neither any deduction nor anything extra shall be paid for skew cuts.

9.1 Quality Assurance, Inspection, Testing, and Final Acceptance: -

9.1.1 Quality Assurance

The contractor shall submit and finalize manufacturing Quality Plans for all the major components and equipment. These Quality Plans will detail out various tests inspections to be carried out as per the requirement of these Specifications and standards mentioned therein and quality practices and procedures followed by contractor's Quality Control Organization, the relevant reference documents

and standards and acceptance norms etc., during all stages of material procurement, manufacture, assembly and final testing / performance testing.

The contractor shall also furnish copies of the reference documents / plant standards / acceptance norms / test and inspection procedure etc., as referred in Quality / reference documents / standard etc. These will be subjected to Engineer-in-Charge's approval without which contractor shall not proceed. Engineer-in-Charge shall reserve the right to add any inspection or test which is felt necessary for completion of the work. These approved documents shall form a part of the contract. In these approved Quality Plans, Engineer-in-Charge shall identify Customer Hold Points (CHP's) i.e. testing checks which shall be carried out in the presence of the Engineer-in-Charge's Engineer or his authorized representative in writing. All deviations to these Specifications, approved Quality Plans and applicable standards must be documented and referred to Engineer-in-Charge along with technical justification for approval and dispositioning.

The contractor shall also submit and finalize field quality plans which will detail out for all the equipment, the quality practices and procedures etc. to be followed by the contractor's site Quality Control Organization during various stages of activities from receipt of material/equipment at site. The field Quality Plans shall also be approved by Engineer-in-Charge.

No material shall be dispatched from the contractor's works before the same is accepted subsequent to pre-dispatch / final inspection including verification of records of all previous tests/inspection by Engineer-in-Charge's Engineer or his authorized representative and duly authorized for dispatch.

All the vendors/sub-vendors proposed by the contractor for procurement of major bought out items including casting, forging, semi-finished and finished components / equipment, list of which shall be drawn up by the contractor and finalized with the Engineer-in-Charge shall be subject to Engineer-in-Charge's approval. The contractor's proposal shall include vendor / sub-vendor's facilities established at the respective works, the process capability, process stabilization, Quality Control System followed, experience list etc. along with his own technical evaluation of vendor/sub-vendors shall be submitted to the owner for approval. Such approval shall not relieve the contractor from any obligation, duty or responsibility under the contract. This action would, however, not involve Engineer-in-Charge in any complications arising between the contractor and his sub-contractor(s)/vendor / sub-vendors or any other liabilities. The contractor shall also obtain Quality Plans from approved vendor/sub-vendors from whom he proposes to procure the material and submit these Quality Plans for Engineer-in-Charge's approvals.

Normally, no request for change of vendors / sub-vendors shall be entertained by Engineer-in-Charge. But in the peculiar circumstances if the request for change of vendor/sub-vendors is found reasonable and justified then the same shall be entertained and the decision of Engineer-in-Charge in this respect shall be final and binding. The time consumed for the change of vendor / sub-vendors shall not be excluded from the stipulated time of the completion of the contract.

This change shall not relieve the contractor from the responsibility to complete the work within stipulated time in any manner.

Engineer-in-Charge reserves the right to carry out quality audit and quality surveillance of the system and procedures of the contractor. The contractor shall provide all necessary assistance to enable the Engineer-in-Charge to carry out such details and surveillance including Quality Manual.

For all spares and replacement items, the quality requirements as agreed for the main equipment supply shall be applicable. Repair/rectification procedures to be adopted to make the job acceptable shall be subjected to the approval of Engineer-in-Charge/ authorized representative.

Before sub-contracting any portion of work, the contractor will take prior approval of Engineer-in-Charge.

All materials used or supplied shall be accompanied by valid and approved material certificates and tests and inspection reports. These certificates and reports shall indicate the heat numbers or other such acceptable identification numbers of the material. The material certified shall also have the identification details stamped on it.

The contractor shall be required to submit **six copies** of the following quality assurance documents **at least four weeks** after dispatch of the equipment:

- (a) Material mill test reports on components as specified in Quality Plan.
- (b) Sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment.
- (c) Non-destructive examination results reports including radiography interpretation reports.
- (d) Factory test result for testing required as per applicable codes and standards referred in the Specifications.
- (e) Inspection reports duly signed by the authorized Engineering representative of the Engineer-in-Charge and contractor for the agreed inspection hold points.
- (f) All the accepted deviations shall be included with complete technical details.

9.1.2 Inspection and Maintenance

General

The guidelines / recommendations for inspection, testing and maintenance of gates and hoists as contained in the relevant Indian Standards viz. **IS 7718, IS 10096, IS 13053, IS 10341** but not limited to, shall be applicable at different stages of the work viz. at the contractor's stage at the time of erection as well 's after erection.

Place of Manufacture and Inspection

The contractor shall state in his tender the place of manufacture, testing and inspection of various portions of the work included in the contract. Authorized

representative of the Engineer-in-Charge may be present at the time of any or all tests and the contractor shall provide all necessary facilities for the same. Representatives of the Engineer-in-Charge shall also be entitled to access to contractor's /sub-contractor's work at any time during the manufacture of equipment and materials. All material entering into the work shall be subject to inspection by Engineer-in-Charge or his authorized representatives and all purchase orders for materials and supplies shall carry a notation to this effect. Copies of all purchase orders and sub-contracts shall be submitted to Engineer-in-Charge at the time of placing the order. Waiving of inspection by Engineer-in-Charge shall not relieve Contractor from the responsibility of supplying material and workmanship acceptable to Engineer-in-Charge. Contractor shall be responsible for proving quality of material and workmanship either by records of inspection or by immediate inspection.

Inspection

All supplies (which include without limitation of raw materials, components, intermediate assemblies and end products) shall be subject to inspection and test by the Engineer-in-Charge or his authorized representatives to the extent practicable at all times and places. Inspection shall be carried out in accordance with relevant Indian Standards. If any inspection or test is made by the Engineer-in-Charge or his authorized representatives in the premises of the contractor or sub-contractor, the contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. If on the request of the Engineer-in-Charge, inspection or test is made at a point other than the premises of the contractor or sub-contractor of the contractor, it shall be at the expenses of the Engineer-in-Charge except as otherwise provided in the contract, provided that in case of rejection, the Engineer-in-Charge shall not be liable for any reduction in value of sample and used in connection with such inspection and test. All inspections and tests by the Engineer-in-Charge shall be performed in such a manner as not to unduly delay the work. The Engineer-in-Charge reserves the right to charge the contractor any additional cost of inspection and test when supplies are not ready at the time of such inspections and test. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery except as otherwise provided in the contract but failure to inspect and accept or reject supplies shall not relieve the contractor of the responsibility for such supplies to be in accordance with the contract requirements.

The inspection and test by the Engineer-in-Charge or his authorized representatives of any supplies or lots thereof does not relieve the contractor from any responsibility regarding defects or other failure to meet the contract requirements which may be discovered prior to the acceptance. Except as otherwise provided in the contract, acceptance shall be conclusive and except as regards latent defects or such gross mistakes as amount to fraud

The contractor shall provide and maintain the inspection system acceptable to the Engineer-in-Charge covering the supplies hereunder. Records of all such inspection work shall be kept complete by the contractor and made available to the Engineer-in-Charge during the performance of the contract and for such longer period as may be specified elsewhere in the contract.

21. “Equivalency of Standards and Codes

An indicative list of Bureau of Indian Standards (BIS) IS Codes and IRC codes to be followed is as under, unless otherwise specified in the work item in technical specifications.

S. No.	Material / Work Type	IS Code	IS Code Name
1	Earth Work	IS: 1498-1970	Classification and identification of soils for general engineering purposes
		IS: 3764-1992	Safety code for excavation work
2	Form Work	IS: 1730-1989	Dimensions for steel plates, sheets strips and flats for general engineering purposes
		IS: 808-1989	Dimensions for Hot Rolled Steel Beam, Column, Channel and Angle Sections
		IS: 723-1972	Specification for Steel Countersunk Head Wire Nails
3	Aggregates	IS: 383-1970	Specification for coarse and fine aggregates from natural sources for concrete
4	Concrete Works	IS: 456-2000	Plain and Reinforced Concrete – Code of Practice
		SP 16	Design Aid for IS: 456
		SP 34	Handbook of Concrete Reinforcement and Detailing
		IS: 516-1959	Method of tests for strength of concrete
		IS: 1199-1959	Methods of sampling and analysis of concrete
		IS: 2386-1963 (Part 1)	Methods of Test for Aggregates for Concrete – Part 1: Particle Size and Shape
		IS: 2386-1963 (Part 2)	Methods of test for Aggregates for Concrete – Part 2: Estimation of deleterious materials and organic impurities
		IS: 2386-1963 (Part 3)	Methods of test for Aggregates for Concrete – Part 3: Specific gravity, density, voids, absorption and bulking
		IS: 2386-1963 (Part 4)	Methods of test for Aggregates for Concrete – Part 4: Mechanical properties
		IS: 2645-2003	Integral Waterproofing Compounds for Cement Mortar and Concrete – Specification
		IS: 3812-2003	Pulverized Fuel Ash – Specification -

		(Part 1)	Part 1: For Use as Pozzolana in Cement, Cement Mortar and Concrete
		IS: 3812-2003 (Part 2)	Pulverized Fuel Ash – Specification – Part 2: For Use as Admixture in Cement Mortar and Concrete
5	Ordinary Portland Cement (OPC) for Masonry and PCC works	IS: 269-1989	Specification for 33 grade Ordinary Portland Cement
		IS: 455-1989	Specification for Portland Slag Cement
		IS: 8112-1989	Specification for 43 grade Ordinary Portland Cement
6	Ordinary Portland Cement (OPC) for RCC works	IS: 12269-1987	Specification for 53 grade Ordinary Portland Cement
7	Portland Pozzolana Cement (PPC) for other concrete work	IS: 1489-1991 (relevant parts)	Specification for Portland Pozzolana Cement
8	MS bars and wires	IS: 280-2006	Mild Steel Wire for General Engineering Purposes
		IS: 432-1982 (Part 1)	Specification for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement–Mild steel and medium tensile steel bars
		IS: 432-1982 (Part 2)	Specification for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement–Harddrawn steel wire
9	Reinforcement Steel – Tor Steel (cold twisted deformed bars)	IS: 1786-2008	High strength deformed steel bars and wires for concrete reinforcement – Specification
10	Stone Work	IS: 1121-1974 (Part 1 to 4)	Methods of test for determination of strength properties of natural building stones: Part 1 – Compressive strength, Part 2 – Transverse Strength, Part 3 – Tensile Strength, Part 4 – Shear strength
		IS: 1122-1974	Method of test for determination of true specific gravity of natural building stones
		IS: 1123-1975	Method of identification of natural building stones
		IS: 1124-1974	Method of test for determination of water absorption, apparent specific gravity and porosity of natural building stones
		IS: 1125-1974	Method of test for determination of weathering of natural building stones
		IS: 1126-1974	Method of test for determination of durability of natural building stones

		IS: 1127-1970	Recommendations for dimensions and workmanship of natural building stones for masonry work
		IS: 1129-1972	Recommendation for dressing of natural building stones
		IS: 1597-1992 (Part 1 to 2)	Construction of Stone Masonry – Code of Practice: Part 1 – Rubble Stone Masonry, Part 2 – Ashlar masonry
		IS: 1805-1973	Glossary of terms relating to stones, quarrying and dressing
11	Brick Work	IS: 1077-1992	Common burnt clay building bricks – Specification
		IS: 2212-1991	Code of practice for brickworks
		IS: 3495-1992 (Part 1 to 4)	Methods of tests of burnt clay building bricks: Part 1 – Determination of compressive strength, Part 2 – Determination of water absorption, Part 3 –Determination of efflorescence, Part 4 – Determination of warpage
		IS: 5454-1978	Methods of sampling of clay building bricks
12	Structural Steel	IS: 226-1975	Structural Steel (Standard Quality) (Fifth Revision)
		IS-808-1989	Dimensions for Hot Rolled Steel Beam, Column, Channel and Angle Sections.
		SP 6	Handbook of Structural Engineers
13	Welding Steel Work	IS: 814-2004	Covered Electrodes for Manual Metal Arc Welding of Carbon and Carbon Manganese Steel – Specification
		IS 816–1969	Code of practice for use of metal arc welding for general construction in mild steel.
		IS: 822-1970	Code of Procedure for inspect of welds
		IS: 1635-1992	Code of practice for field slaking of building lime and preparation of putty
		IS: 2402-1963	Code of Practice for External Rendered Finishes
		IS: 428-2000	Washable Distemper – Specification
		IS: 3400-2004 (Part 9)	Methods of Test for Vulcanized Rubber - Part 9 : Rubber, Vulcanized – Determination of Density
		IS: 4905-1968	Methods for random sampling
		IS: 733-1983	Specification for Wrought Aluminum and Aluminum Alloy Bars, Rods and Sections (for General Engineering Purposes)
		IS: 1868-1996	Anodic Coatings on Aluminum and its Alloys – Specification
14	Sheet Piles	EN 10248-2	Hot rolled sheet piling of non alloy steels.
		IS 2314 -1986	Indian standard specification for steel sheet piling sections.
15	HDPE Bags	IS-1969 2009	Tensile properties of Fabrics

		IS-14252 2003	Textiles – High Density Polyethylene. (HDPE)/Polyethylene (PP) Woven Sack for Filling Sand
		IS-1964 2001	Methods for Determination of Mass per Unit Length and Mass per Unit Area of Fabrics.
16	Building measurement methods	IS: 2-1960	Rules for Rounding off Numerical Values
		IS: 1200 (relevant parts)	Measure of method of building and civil engineering works
		SP: 27-1987	Handbook on method of measurement of building works
17	WBM Sub base/Base	IRC:19-2005	Standard Specification and Code of Practice for Water Bound Macadam (Third Revision)
18	Sub base / embankment	IRC:36-2010	Recommended Practice for Construction of Earth Embankments and Sub-Grade for Road Works (First Revision)
19/1	Gates and Gate Parts	IS : 1030	Cast Steel component of Wheel, Guide roller
19/2		IS : 305/ 318	Bush Bearing
19/3		IS : 1570	Wheel / Axel
19/4		IS : 210	C.I Ballast Weight
19/5		SS: 316	Nuts & Bolts
19/6		IS : 11855-1986	Rubber Seal
19/7		ASTM : A36	Carbon Steel
19/8		ASTM : A992	High strength Alloy Steel
19/9		IS : 2062	Structural Steel
19/10		AISI : 420 or EN 9	Stem
19/11		IS : 2004	Pinion / Shaft
19/12		IS : 1477	Sand blasting
19/13		IS : 14177 : 1994	Painting & surface preparation
19/14		IS 4622:2016	Recommendation for fixed wheel gates

Notwithstanding the specifications for all items and supply of materials (including all other items and materials) as mentioned above shall comply to printed Specifications of USoR (I&WD) 2018, Specifications of SOR (Roads & Bridge works) –Volume III,2018, PWD (WB), Sanitary & Plumbing Works (Volume -II), 2018, PWD (WB) & SOR (Building

works) Volume I, 2017 PWD (WB), I&WD, Mechanical Circle, SoR 2011, Water Resource Department, Government of Karnataka SoR 2018-19, Government of India, Central Public Works Department, Delhi, SoR (E&M), 2018. The Indian Standard specification and any work not covered there shall be carried out as per best practice adopted in this country according to the direction and satisfaction of the Engineer-in charge.

22.1 THE CONTRACTORS’ OBLIGATION

1. Contractor shall mobilise all required Technical staff, Labour, Equipment, identify quarries, check the quality of locally available materials, Install and commission a “Field Laboratory” to ensure quality control, during execution of the work within the stipulated time and as per the specification and drawings, of the Contract Agreement
2. Contractor shall submit in a detailed Construction Program in MS Project including L2 level PERT Chart 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, as Technical Proposal Forms under Section IV), and, Quality Assurance Programme as per guidelines and contents provided in “A-1.2, Section A- General Specifications under Section VII-Works’ Requirement”, for Project Manager’s approval.
3. Any agency among the agencies appointed or authorized by the Employer will undertake Independent third-party inspections and testing for supply of material for works and/ or any Executed works. The Contractor shall be wholly responsible to make his own arrangements with the approved third-party inspection agencies for carrying out the required tests.
4. The Contractor shall be responsible to obtain permission for and provide all facilities to such agency for carrying out such inspections or testing as may be required. The ThirdParty Inspection charges of the agency only will be paid by the employer and all the other costs for such independent inspection and testing shall be borne by the contractor.
5. The Employer or Project Manager or his authorized representative or authorized agency may make inspections at any of the manufacturing or shipping points at any time in

- addition to the schedule provided in the specification at the cost of Employer. However, during such inspection, if it is found that any of the items are not being manufactured or shipped in accordance with the specifications, the contractor shall bear all expenses including fees incurred by the employer in respect of such inspection.
6. If as a result of the inspection or testing referred to in this Clause, the Project Manger Determines that the materials or plant are defective or otherwise not in accordance with the Contract, he may reject the materials or plant and shall notify the contractor accordingly. The Contractor shall then promptly make good the defect or replace the same. All costs incurred by the Project Manager or the Third Party inspection agency for the inspection of the tests shall be determined by the Project Manager and shall be recoverable form the from the contractor and may be deducted from any money's due that the Contractor and the Project Manager shall notify the Contractor accordingly.
 7. Any inspection carried out by the Project Manager shall not relieve the contractor of his obligations under the contract.

22.2 CONTRACTOR'S GENERAL RESPONSIBILITIES

1. The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall promptly notify the Project Manager, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.
2. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Employer.
3. The Contractor shall provide all necessary superintendence during the execution of the Works and as long as thereafter as the Project Manager may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract.
4. Representative shall receive, on behalf of the Contractor, instructions from the Engineer. If the approval of the representative is withdrawn by the Project Manager, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as

- hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Project Manager.
5. No public road shall be closed during execution of work and necessary arrangement for smooth movement of traffic shall be made by the contractor at his own cost as per the submitted traffic Management Plan.
 6. The Contractor will also have to implement following activities included under the Resettlement Action Plan (RAP), a copy of which is available in the website of Irrigation and Waterways Department, Govt. of West Bengal (www.wbiwd.gov.in)
 - i) Crop compensation for temporary occupation of land during construction period, for the purpose of temporary storage of C&D wastes and construction of temporary ramps/ haul roads for the period of occupation of such land as per rates fixed by the District Magistrate concerned in consultation with the District Officials of the Agricultural Department. Payment will be made to the contractor out of “Provisional Sum”.
 - ii) The Contractor, if required, will have to be engaged in community consultation for implementation of the RAP during the project period.
 7. The Contractor shall be responsible for:
 - (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
 - (b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
 - (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.
 8. If, any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Project Manager, shall, at his own cost, rectify such error to the satisfaction of the Project Manager, unless such error is based on incorrect data supplied in writing by the Project Manager, in which case the Project Manager shall determine an addition to the Contract Price as per the relevant provisions of the contract and shall notify the Contractor accordingly.
 9. The checking of any setting-out or of any line by the Project Manager shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.
 10. The Contractor shall establish site office for his staff and also make provision of space and furniture for Employer's Representative at his own cost.
 11. **Water for works and workforce, Electricity, Power, Fuel etc.**

- The contractor at his own expenses should provide water from municipal mains or other sources for the use of work and workmen. The contractor shall be fully responsible to arrange such electricity, power, water, and fuel as may be necessary to complete the works and fulfill his obligations under the Contract. The unit rates and prices quoted by the Bidder in the Bill of Quantities shall include the cost of all electricity, power, water, and fuel as may be required.
12. The rates for all items of work unless clearly specified otherwise shall include cost of all labour, materials and other inputs involved, complete and as required to the satisfaction of the Project Manager, in the execution of the items.
 13. **The Project Manager (s)**, (i.e. Engineer-in-Charge for Civil and Electrical work) when delegated, shall be the sole deciding authority as to the meaning, interpretation and implications for various provisions of the specifications.
 14. Whenever any reference is made to any Indian Standard [e.g. Codes / Standards / Manuals of Bureau of Indian Standard (IS), Indian Roads Congress (IRC), Approve rates of Superintending Engineer Metropolitan Drainage Circle, WEST BENGAL SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED etc.] it shall be taken as reference to the latest edition with all amendments issued thereto or revisions thereof if any, up to the date of submission of bid.
 15. The Work shall be carried out in accordance with drawings, to be issued by the Project Manager. The drawings shall have to be properly co-related to the site conditions before executing the Work, and in case of any difference noticed between site conditions and drawings, final decision, in writing of the Engineer / Project Manager, shall be obtained by the Contractor. The Work shall include the sequence of work activities from clearing the site / leveling if any, correctly laying out the structural footprint, all construction activities thereafter, commissioning and handover of the completed Work to the Employer.
 16. **Site:** The 'site' shall mean the land/ or other places on, in, into or through which the Work is to be executed under the Contract or any adjacent land, path or street through which the Work is to be executed under the Contract, or any adjacent land, which may be allotted or used for the purpose of carrying out the Contract.
 17. **Store:** The 'store' shall mean the place of storage of construction materials brought to site by the contractor, to be used for execution of the work under the subject contract and also from where materials will be issued to be used at the site of work. The arrangement of land for temporary storage of materials will be the responsibility of the contractor for which the Contractor should acquaint themselves with the ground reality before bidding.

18. **Best:** The word 'best' when used shall mean that in the opinion of the Project Manager, there is no superior material / article and workmanship obtainable in the market and trade respectively.
As far as possible the standard required shall be specified in preference to the word 'best.'
19. **Levels:** Only for Structures/Structural components erected on Dam/ Canal bed, the bed level of the Dam/ canal will be treated as ground level.
20. **Measurements:**
 - a. In booking dimensions, the order shall be consistent and in the sequence of length, width and height or depth or thickness. The Work shall be executed, measured, and quantity arrived at as per the metric dimension given in the Schedule / Bill of Quantities, drawings etc.
 - b. Rounding off: Rounding off where required shall be done in accordance with IS: 2-1960. The number of significant places rounded in the rounded off value should be as specified.
22. **Materials:**
 - a. Samples of all materials to be used on the Work shall be got approved by the Contractor from the Project Manager, as applicable well in time. The approved samples duly authenticated and sealed shall be kept in the custody of the Project Manager, PIU till the completion of the Work. All materials to be provided by the Contractor shall be brand new and as per the samples approved by the Project Manager.
 - b. Materials obtained by the Contractor from the sources approved by the Project Manager shall be subjected to the Mandatory tests. Where such materials do not conform to the relevant specifications, the matter shall be taken up by the Project Manager, as applicable for appropriate action against the defaulters. In all such cases, necessary documents in original and proof of payment relating to the procurement of materials shall be made available by the Contractor to the Project Manager.
 - c. Samples, whether submitted for approval to govern bulk supplies or required for testing before use and also the sample of materials bearing 'Standard Mark,' if required for testing, shall be provided free of cost by the Contractor. All other incidental expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. to the satisfaction of Project Manager shall be borne by the Contractor.
 - d. The materials, supplied by the Employer, if any shall be deemed to be complying with the specifications.
 - e. Materials stored at site, depending upon the individual characteristics, shall be protected from atmospheric effects due to rain, sun, wind and moisture to avoid deterioration.
 - f. Materials like timber, paints etc. shall be stored in such a way that there may not be any possibility of fire hazards. Inflammable materials and explosives shall be stored in accordance with the relevant rules and regulations or as approved by Project Manager in writing so as to ensure desired safety during storage.

- g. Materials like geo-synthetic filter shall be stored in such a manner that it should be protected from getting degraded from UV ray of direct sunlight before laying.

23. Safety in Construction:

- a) The Contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Project Manager in writing.
- b) The Contractor shall take all precautions and measures to ensure safety of works and workman as per provision of the CoC and Contractor's ESHS-MSIP and shall be fully responsible for the same. Safety pertaining to construction works such as excavation, centering and shuttering, trenching, Sheet Piling, Boulder pitching, blasting if any, demolition, electric connections, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by WB-PWD Safety Code/any other relevant safety codes and the direction of Project Manager.

22.3 EXECUTION OF CIVIL AND ELECTRICAL WORK AND CONSTRUCTION SUPERVISION

According to the type of work of this project, execution & supervision of work extend to two divisions, Civil & Electrical Division for Civil & Electrical work respectively and jointly for the structural work involving execution for Civil & Electrical work in progress at the same time. Each Executive Engineer of the concerned divisions shall be the Engineer-in-Charge in respect of Civil & Electrical type of work under his jurisdiction. All correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/ recommended by the respective Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer/Section Officer (SO) on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will forward such cases on case to case basis to their Superintending Engineer and finally respective Chief Engineer for its acceptance. However the Chief Engineer of the civil work will take all decisions finally relating to works only after recommendation/ advice of the Concerning Engineer-in-Charge and Superintending Engineer for Civil & Electrical respectively and Chief Engineer-Electrical for Electrical work. Supervision of construction work will be done by the Engineer in Charge for Civil & Electrical work separately and their site staff on a day-to-day basis and periodically by the concerned Superintending Engineer for Civil & Electrical work separately and Chief Engineer in charge of the Project.

22.4 O.K. CARD AND THIRD-PARTY INSPECTION

15.3.1 OK Card System

In order to enforce the technical Specifications to promote construction quality, OK card system shall be kept in order to enforce the technical Specifications to promote construction quality and ESHS-MSIP implementation, OK card system shall be kept by the department. The Executive Engineer of works is primarily responsible for executing the works as per designs and Specifications. For this Executive Engineer himself or his authorized representative Assistant Engineer/Junior Engineer will sign the OK Cards. The OK Card will be prepared and maintained in four copies. One copy each will remain with contractor, Junior Engineer, Assistant Engineer and Executive Engineer in charge of works.

The OK Card for each activity will be initiated by the contractor when he considers that all the preparations to start a particular activity are complete. The OK Card will then be given by the contractor to the concerned Junior Engineer of Dept. The Junior Engineer will confirm whether all the preparations as per provisions and Specifications are complete. If the Junior Engineer finds everything in order, he will, depending upon the competency, get the area/ works examined by the Assistant Engineer/Executive Engineer and after their approval, sign the OK Card and hand over it immediately to the contractor to commence the activity. If the JE of Dep't finds deficiencies in the preparations to start the activity, he will return the OK Card at the earliest, to the contractor with his remarks for rectification of the deficiency. The activity should start only when the deficiencies are removed by the contractor and OK card is signed by the Junior Engineer. The original OK card once initiated should not be destroyed and it should have all the remarks of all the Engineers and compliance report duly entered by the contractor and final OK remarks of the Junior Engineer. While making/ releasing payments, copy of the relevant OK card will be perused by the payment authority. OK card booklet shall be arranged by the contractor according to formats provided by the Engineer.

22.5 AS-BUILT DRAWINGS

The construction drawings shall be updated along with the progress of construction work and all modification and changes are to be incorporated in these drawings. The modified drawings shall be termed "As-Built Drawings", which are to be submitted by the Contractor to the Engineer. These "as-built drawings" shall among other details, include plan, long section and cross-section of the canal linings, embankment, bridge structures and "as-built drawings" of the appurtenant structures. The drawings are to be submitted duly signed by the Contractor in 2 hard copies and 1 soft copy. Taking over certificate of the works shall not be issued by the Engineer in the event of Contractor's failure to submit the aforesaid "As-built drawings" for the entire works. No separate payment shall be made for preparation and submission of "As-built drawings" by the Contractor. It is the responsibility of the Contractor to get these drawings approved by the Engineer.

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, EHSs and other GIIPAs 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.]

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
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</i>

Sub- Clause/Clause No.	Sub-Clause/Clause	Remarks
15.2	<i>Contractor to Construct the Works</i>	<p><i>social aspects. (whom, what, when, where, how long etc.)</i></p> <p><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></p> <ul style="list-style-type: none"> • <i>climate change considerations,</i> • <i>universal access,</i> • <i>risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events, applicable certification or approval requirements</i>
18.2	<i>Health and Safety Obligations</i>	<p><i>[Refer to ESS4 on requirements for design]</i></p> <p><i>Indicate any additional requirements for the health and safety manual</i></p>
18.3	<i>Protection of the Environment</i>	<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	<i>Archeological and Geological Findings</i>	<p><i>Specify other requirements if any in accordance with the ESF – ESS8</i></p>
29.1	<i>Security of the Site</i>	<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.*

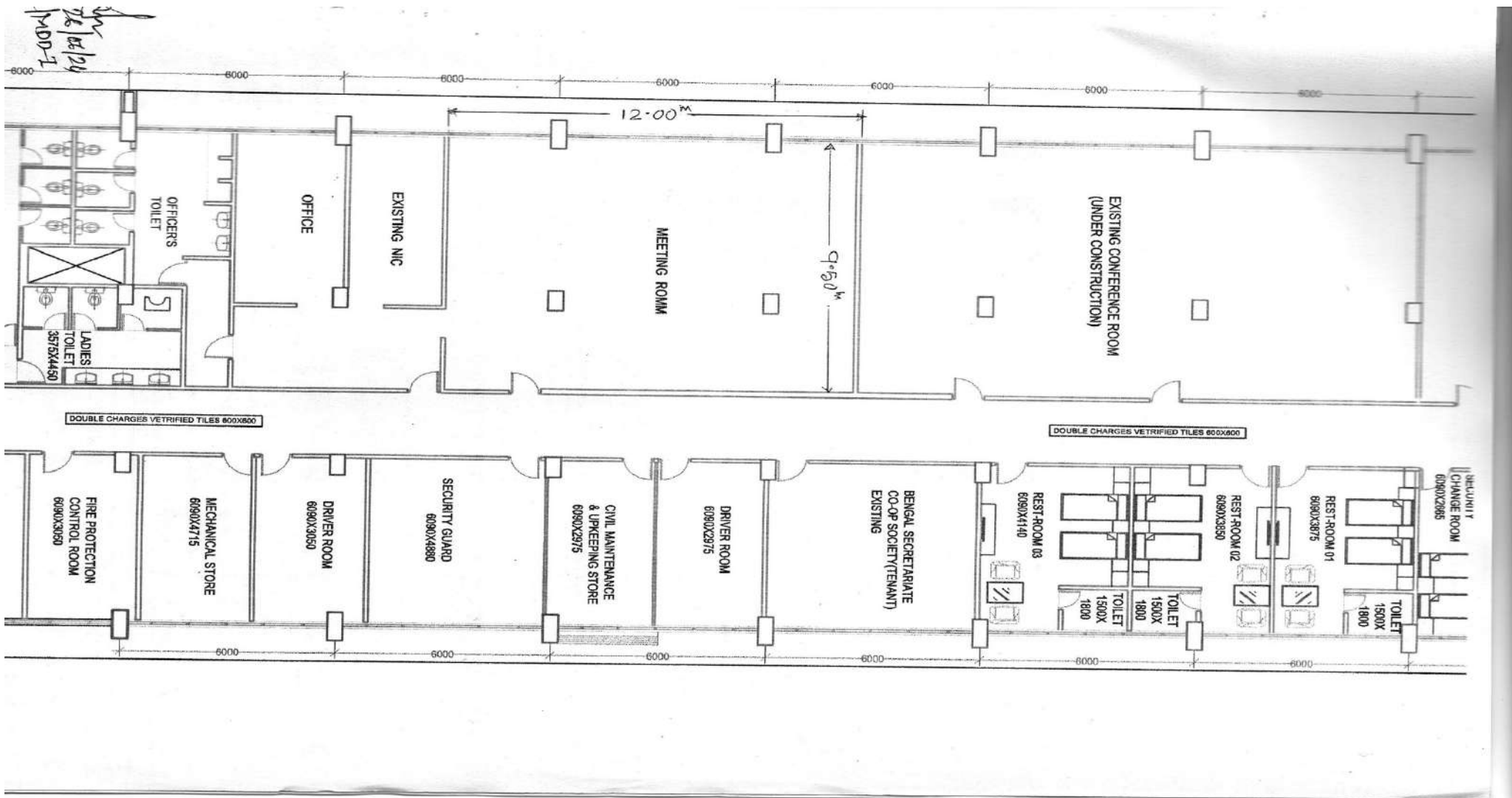
PAYMENT FOR ES REQUIREMENTS

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 counseling service and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract.



8		Installation of sound system, Projector and LED Tv																																		
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LAYOUT MAP OF MEETING ROOM



PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

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

General Conditions of Contract

A. General

1. Definitions

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 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,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall

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

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, 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 behaviour which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

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

9.4 Labor

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

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

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out

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

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specifications:

- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

16. The Works to Be Completed

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the

- by the Intended Completion Date** 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 subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the

Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

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

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

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the places **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

26.1 The Contractor shall provide relevant contract- related

Engagement

information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request

27. Suppliers(other than Subcontractors)

27.1 **Forced Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

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

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

products, gravel or sand extraction from river beds or beaches.

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

28. Code of Conduct

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

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

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

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

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

29. Security of the Site

29.1 The Contractor shall be responsible for the security of the Site, and:

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

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

The Contractor shall (i) conduct appropriate background checks

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

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

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

B. Time Control

30. Program and Progress Reports

- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the

Project Manager.

- 30.4 Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.
- 30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, Project Manager's personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

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

31. Extension of the Intended Completion Date

- 31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in

assessing the new Intended Completion Date.

- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 36. Identifying**
- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such

- Defects** checking shall not affect the Contractor’s responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 40. Contract Price²** 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 Price³** 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

² In lump-sum contracts, replace GCC Sub-Clauses 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

³ In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

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 Programs⁴ 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.⁵

42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the

⁴ In lump-sum contracts, add "and Activity Schedules" after "Programs."

⁵ In lump-sum contracts, delete this paragraph.

performance of the contract. The value engineering proposal shall, at a minimum, include the following;

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

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

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

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

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

43. Cash Flow Forecasts

43.1 When the Program,⁶ 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

⁶ In lump-sum contracts, add “or Activity Schedule” after “Program.”

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.⁷
- 44.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMPe.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

⁷ 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."

- B), or failure to submit such reports in a timely manner;
- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

45. Payments

- 45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

46. Compensation Events

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

could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract

Price or are a result of GCC Clause 49.

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

49. Price Adjustment 49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients⁸**specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

50. Retention 50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has

⁸ 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.

passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

51. Liquidated Damages

51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

52. Bonus

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

53. Advance Payment

53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the

Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

- 54. Securities** 54.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
- 55. Dayworks** 55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 56. Cost of Repairs** 56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 57. Completion** 57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over** 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 59. Final Account** 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and

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

60. Operating and Maintenance Manuals

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

60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

61. Termination

61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving

fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. Payment upon Termination

62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

63. Property

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

64. Release from Performance

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

65. Suspension of Bank Loan or Credit

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

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

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. Force Majeure **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 31 Extension of the Intended Completion Date, and
- (b) if the event or circumstance is of the kind described in subparagraphs (i) to (iv) of Sub-Clause 66.1 [*Definition of Force Majeure*] and, in the case of subparagraphs (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

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;⁹ (ii) to be a nominated¹⁰ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect¹¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

APPENDIX B

Environmental and Social(ES)Metrics for Progress Reports

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

Metrics for regular reporting:

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

- f. worker accommodations:*
- i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. training:*
- i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:*
- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. Community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX -Particular Conditions of Contract

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

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank
GCC 1.1 (r)	The Employer is Executive Engineer, Metropolitan Drainage Division-I, Irrigation & Waterways Directorate, Jalasampad Bhawan Salt Lake, PIN:700091, Phone No.03323216713, email: executiveengineermdd1@gmail.com, on behalf of Irrigation & Waterways Department, Government of West Bengal
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 60 days after commencement of work.
GCC 1.1 (y)	<p>The Project Managers or Engineer or Engineer–In–Charge, by the Employer, all having the same meaning and connotation are:</p> <ol style="list-style-type: none"> 1. Executive Engineer, Metropolitan Drainage Division-I, Jalasampad Bhawan (4th Floor), South Block, Bidhannagar, Salt Lake City, Kolkata – 700091, eMailID: executiveengineermdd1@gmail.com. FOR CIVIL WORKS 2. Executive Engineer, Metropolitan Electrical Division, eMail ID: eemediwd@gmail.com. FOR ELECTRICAL WORKS <p>The employer shall provide for the same in writing, to act as Project Manager. “The Executive Engineer for specific Civil or Electrical works shall have the total responsibility of the Project to be constructed by the contractor including supplying of the detailed engineering drawing & designs, quality checking of construction materials, participating in the process of testing of materials to be used for construction of the works under the Project, day to day supervision, quality assurance, contract administration and management, checking and certification of the interim bills and final bills submitted by the contractor.</p>
GCC 1.1 (aa)	The Site is located at JALASAMPAD BHAWAN (4 th FLOOR), SOUTH BLOCK, BIDHANNAGAR, SALT LAKE CITY, KOLKATA - 700091, West Bengal and is defined in drawings No. [1.]
GCC 1.1 (dd)	The Start Date shall be 08/10/2024
GCC 1.1 (hh)	<p>The Works consists of :</p> <ol style="list-style-type: none"> i) Dismantling and removal of old plaster, stone flooring and wood work.

	<p>ii) Placing of ordinary cement concrete, plastering and vitrified tiles. iii) Supply and fixing wood work, door and window. iv) Supply, fitting and fixing of false ceiling work. v) Supply of different type of furniture and accessories vi) Supply and fixing different electrical accessories and installation of sound system, Television etc.</p> <p>Identification number of Contract is WBIW/EE/MDD-1/DRIP/RFB-01/2024-25</p>									
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ES” means environmental and social (including sexual exploitation and assault (SEA)).									
GCC 1.1 (jj)	<p>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> <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>									
GCC 2.2	<p>Sectional Completions are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Civil &Electricalworks</th> <th style="text-align: center;">Time for completion</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Mile Stone –I <i>Whole work complete</i></td> <td style="text-align: center;">2 months from the date of commencement of work.</td> </tr> </tbody> </table>	Civil &Electricalworks	Time for completion	Mile Stone –I <i>Whole work complete</i>	2 months from the date of commencement of work.					
Civil &Electricalworks	Time for completion									
Mile Stone –I <i>Whole work complete</i>	2 months from the date of commencement of work.									
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Document</th> <th style="text-align: center;">Description of the document</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td style="text-align: center;">Construction Methodology</td> <td>Construction methodology given in bid amended as per comments of employer given in letter of acceptance.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td style="text-align: center;">Quality control</td> <td>Quality control procedures and assurance plans given in the bid and amended as per comments</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
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		of Employer given in letter of acceptance. Quality Assurance Programme prepared as per guidelines and contents provided in “A-1.2, SECTION A -GENERAL SPECIFICATIONS under Section VII- Works’ Requirement” submitted within 14 days of delivery of Letter of Acceptance and as approved by the Project Manager.
3.	Fraud and Corruption	Appendix A – Fraud and Corruption
4.	Environmental and Social	Appendix B - Environmental and Social (ES) Metrics for Progress Reports.
5.	JV Agreement	Joint Venture Agreement (for JVs only).
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.
5.	Others	(i) Preamble to BOQ (ii) Scope of Work (iii) Supplementary Information All the three documents stated above have been provided in Section VII.
<i>[list any other documents]</i>		
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract are the laws of Union of India.	
GCC 4.1	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.”	
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.	
GCC 7	The first sentence of GCC 7. 1 is modified as:	

	<p>“The Contractor may subcontract with the approval of the Project Manager upto a ceiling specified in PCC, but may not assign the Contract without the approval of the Employer in writing.”</p> <p>The following sub-clauses are inserted at the end of GCC 7.1:</p> <p>“7.2 The Project Manager should satisfy himself before recommending to the Employer whether:</p> <ol style="list-style-type: none"> a) the circumstances warrant such sub-contracting; and, b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted. <p>7.3 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor’s liability or obligations under the contract.</p> <p>7.4 The Contractor shall not be required to obtain any consent from the Employer for:</p> <ol style="list-style-type: none"> (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract; (b) the provision for labour, or labour component, and, (c) the purchase of materials which are in accordance with the standards specified in the contract. <p><i>(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.</i></p> <p><i>2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.</i></p> <p><i>3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)”</i></p>
GCC 7.1	<p>The ceiling for sub-contractor is 20% [This is in addition to what was stated in bid and incorporated in contract agreement.]. Hiding information about any sub-contracting not authorized by the Employer shall be treated as</p>

	violation of Appendix A to General Conditions (Fraud and Corruption).
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 9	<p>The following is inserted as a sub-clause at the end of GCC 9.2:</p> <p>“In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project Manager and the Contractor.”</p> <p>The following sentence is deleted from first paragraph of GCC 9.4.1:</p> <p>“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.”</p> <p>GCC 9.4.3 and GCC 9.4.4 are deleted.</p> <p>The following sub-clauses are inserted at the end of GCC 9.4:</p> <p>“9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor¹.</p> <p>9.6 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is 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>

¹Based on Government Directives.

	<p>9.7 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.</p> <p>9.8 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.”</p>
GCC 9.1	<p>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 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 & construction methodology].</i></p> <p>To be done during Contract signing</p>
GCC 9.2	<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>
GCC 9.10	<p>The following is inserted as GCC 9.10:</p> <p>“The Contractor shall provide the Contractor’s Personnel information and</p>

	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.”																							
GCC 9.11	<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>																							
GCC 13.1	<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"> <thead> <tr> <th>S.No.</th> <th>Description</th> <th>Minimum cover for Insurance</th> <th>Maximum deductible for Insurance</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Works and Plant and Materials which are incorporated in works</td> <td>Nil</td> <td>5% of Claim amount subject to a minimum of Rs 50,00,000 /- for normal losses and Rs. 1,00,00,000/- for AOG/Collapse/Major Perils</td> </tr> <tr> <td>(ii)</td> <td>Loss or damage to Construction Equipment</td> <td>Nil</td> <td>Do</td> </tr> <tr> <td>(iii)</td> <td>Other Property</td> <td>1.00 Crore</td> <td>Do</td> </tr> <tr> <td>(iv)</td> <td>Personal injury or death insurance: a)for other people;</td> <td>1.00 Crore</td> <td>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	Nil	5% of Claim amount subject to a minimum of Rs 50,00,000 /- for normal losses and Rs. 1,00,00,000/- for AOG/Collapse/Major Perils	(ii)	Loss or damage to Construction Equipment	Nil	Do	(iii)	Other Property	1.00 Crore	Do	(iv)	Personal injury or death insurance: a)for other people;	1.00 Crore	In accordance with the statutory requirements applicable in India
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	b) for Contractor's Employees	In accordance with the statutory requirements applicable in India
GCC 14.1	Site Data are: Reflected in the drawings which are specific to the bid and are part of this bid document. [<i>Jalasampad Bhawan, South Block, Bidhannagar, Salt Lake city, Kolkata - 700091, West Bengal</i>]	
GCC 15.2	<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.”</p> <p>Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.</p>	
GCC 16.1 (add new 16.2)	<p>ES Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“16.2 The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project manager 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): <i>Jalasampad Bhawan, South Block, Bidhannagar, Salt Lake city, Kolkata - 700091, West Bengal</i></p> <p>The Site Possession Dates shall be: (To be mentioned in the Notice to</p>	

	Proceed)
GCC 23.1 & GCC 23.2	<p>Name of the agreed Adjudicator <i>Sri Kausik Chattopadhyay, Ex- Secretary Irrigation & Waterways Department, Government of West Bengal.</i> <i>Address: 19, Salimpur lane, Dhakuria, Kolkata- 700031</i></p> <p>The daily fee for this proposed Adjudicator shall be: <i>Rs 10,000 per day.</i></p> <p>The biographical data of the proposed Adjudicator is as follows: Education: B.E.Civil, (Shibpur C.U.) M.Tech (IIT Madras.) Experience: Worked in Irrigation & Waterways Department, GoWB for 36 years in the capacity of AE, EE, SE, CE, and Secretary to the GOWB in Design& Research, Construction etc. within I&WD. Age:67 years Nationality: Indian Present Position: RetiredSecretary to the Govt. of W.B, I&WD, GoWB</p>
GCC 24.3	<p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p><i>Rs 10,000 per day Plus reimbursable expenses (actual boarding, lodging, travel & other incidental expenses)</i></p>
GCC 24.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(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).</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration 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.</p> <p>(c) Arbitration may be commenced prior to or after completion of the</p>

	<p>Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.</p> <p>(d) Arbitration proceedings shall be held at Kolkata, West Bengal, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(g) The Arbitrator should give final award within 120 days of starting 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 Kolkata, West Bengal, 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>
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B. Time Control	
GCC 30.1	<p>The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.</p> <p>Any revision in Program should only be agreed in writing.</p> <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>
GCC 30.3	<p>The period between Program updates is 14 days.</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 [30] days.</p>
GCC 31	<p>GCC 31.1 is replaced with the following:</p> <p>“31.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.”</p> <p>In GCC 31.2, replace the words “Intended Completion Date” at the first occurrence by the words “Intended Completion Date/ Milestones”; and at the second occurrence by the words “Intended Completion Date/ Milestone”.</p>
GCC 34	<p>GCC 34.1 is replaced with the following:</p> <p>“Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place indicated in PCC. The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 30.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.”</p>
GCC 34.1	<p>Venue of management meeting will be Office of the Executive Engineer, Metropolitan Drainage Division-I, I&W Dte, JalasampadBhawan (4th Floor), South Block, Bidhannagar, Salt Lake City, Kolkata - 700091</p>
C. Quality Control	
GCC 36	<p>The following sub-clause is inserted at the end of GCC 36.1:</p> <p>“36.2 The contractor shall permit the Employer’s Technical auditor to check the contractor’s work and notify the Project Manager and Contractor of</p>

	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.”
GCC 37	<p>The following sub-clauses are inserted before GCC 37.1, and GCC 37.1 is re-numbered as GCC 37.3:</p> <p>“GCC 37.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager. Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract.</p> <p>GCC 37.2 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.”</p>
GCC 38.1	The Defects Liability Period is: 365 days.
GCC 39.1	<p>The following notes are added at the end of GCC 39.1:</p> <p><i>“Note: 1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.</i></p> <p><i>2. Where the failure to correct a particular defect within the specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 61.2(e).”</i></p>
GCC 36	<p>The following sub-clause is inserted at the end of GCC 36.1:</p> <p>“36.2 The contractor shall permit the Employer’s Technical auditor 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>
D. Cost Control	
GCC 41	<p>GCC 41.1 is replaced with the following, and existing GCC 41.2 is re-numbered as GCC 41.3:</p> <p>“41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p>

	<p>(a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.</p> <p>(b) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed</p> <p>41.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.”</p>
GCC 42	<p>In GCC 42.2,the first sentence is modified as follows:</p> <p>“The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates)for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor.”</p> <p>In the first sentence in GCC 42.3, after the words ‘If the Contractor’s quotation is unreasonable’, the following is added:</p> <p>“<i>[or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC 42.2]</i>”</p>
GCC 42.7	Provisions related to Value Engineering do not apply.
GCC 43.1	<p>The second sentence in GCC 43.1 is replaced with the following:</p> <p>“The cash flow forecast shall be in Indian Rupees.”</p>
GCC 44	<p>At the end of GCC 44.1 after the word ‘previously’, the following words are added:</p> <p>“along with details of measurement of the quantity of works executed in a tabular form approved by the Project Manager”</p> <p>At the end of GCC 44.2 after the words ‘the Contractor’, the following words are added:</p> <p>“after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 53.1 (Secured Advance)”</p>
GCC 45	<p>GCC 45.1 is replaced with the following:</p> <p>“Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts</p>

	<p>certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate stated in the PCC.”</p> <p>A new sub-clause 45.5 is added after sub-clause 45.4:</p> <p>“45.5 The Contractor shall open an Escrow Account with his bank for the purpose of receiving all the payments as well as incurring expenditure under this Contract. The Account shall be open to verification and audit at any time by the Employer or designee of the Employer. This account will be controlled solely by the Contractor’s Project Officers (Project Manager and/or Finance Manager or equivalent designate). No other Contractor employees or associates will have access to the Project Account or the funds therein. The Contractor shall report monthly on the status of this account including actual bank account statements. The Contractor shall provide all Account statements as requested by the Employer.”</p>
GCC 45.1	Interest rate for Delayed payment is 5% per annum
GCC 45.3	All payments (and deductions) shall be paid or charged in Indian Rupees.
GCC 45.5	[Deleted]
GCC 47	<p>The following sub-clause is inserted before GCC 47.1, and GCC 47.1 is re-numbered as GCC 47.2:</p> <p>“47.1 The rates quoted by the Contractor shall be deemed to be inclusive of the 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>
GCC 48	All payments shall be made in Indian Rupees.
GCC 49	<p>GCC 49.1 is replaced with the following:</p> <p>“Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is included in the PCC which indicates the coefficients of various inputs and the sources of indices for various schedules of BOQ. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment.</p> <p>(a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC up to the</p>

	<p>end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.</p> <p>(b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract.</p> <p>(c) The total value (R) of the work done during the specified period [GCC 44.1] shall be as under:</p> $R = \text{SUM} (R_{S1} + R_{S2} + R_{S3} + \dots + R_{Sn}),$ <p>Where,</p> <p>‘R_{sn}’ is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as under:</p> $R_{sn} = (V_{sn} + S_{sn}) \text{ minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on terms mutually agreed between the Project Manager and the Contractor)}$ <p>where,</p> <p>V_{sn} is the total value of work done during the specified period for the respective schedule of BOQ, and</p> <p>S_{sn} is the secured advance paid during the specified period for the respective schedule of BOQ,</p> <p>(d) The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate schedule of BOQ and certified in Payment Certificates, shall be determined from formulae which shall be of the following general type:</p> $P_n = a + b L_n/L_o + c E_n/E_o + d M_n/M_o + \dots$ <p>where,</p> <p>“P_n” is the adjustment multiplier to be applied to the value of the work done during the period “n”, this period being a month unless otherwise stated in the PCC.</p> <p>“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in</p>
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	<p>contractual payments;</p> <p>“b”, “c”, “d”,... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;</p> <p>“L_n”[<i>Labour</i>], “E_n”[<i>Equipment</i>], “M_n”[<i>Material</i>], are the current cost indices or reference prices for period “n”, each of which is applicable to the relevant tabulated cost element [<i>Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others</i>] on the date, specified in the Table-2 of Adjustment Data, prior to the last day of the period (to which the particular Payment Certificate relates); and</p> <p>“L_o”, “E_o”, “M_o”,are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.</p> <p>(e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the deadline for submission of bids.</p> <p>(f) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:</p> <p>(i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or</p> <p>(ii) the current index or price applicable for the period in question whichever is more favourable to the Employer.</p> <p>(g) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.</p> <p>(h) Unless otherwise stated in the P.C.C., the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.</p> <p>To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.”</p>
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GCC 49.1	<p>Price Adjustment :</p> <p>The contract <i>is</i> subject to price adjustment in accordance with G.C.C. Clause 49 and following information regarding coefficients <i>Does apply</i>.</p> <p>The Price Adjustment shall be done in accordance with Tables 1&2 of Adjustment Data given in Appendix 2. The base and current price of the following items shall be based on the source indicated below:</p> <p>(i) Diesel: Selling price of IOC Pump at SALT LAKE: /Lt.(on the date</p> <p>(ii) Cement Selling price at Salt Lake, North 24 Pgs.:</p> <p>(iii) Steel Selling price at Salt lake North 24 Pgs. :</p> <p>The price Adjustment will be done Annually</p>
GCC 50.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.
GCC 50.2	<p>The last line of GCC 50.2 is replaced with the following:</p> <p>“On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.”</p>
GCC 51	<p>In the first sentence of GCC 51.1, the following words are inserted after the words ‘Intended Completion Date’:</p> <p>“(for the whole of the works or the milestones as stated in the PCC)”</p> <p>The following is inserted as a sub-paragraph at the end of GCC 51.1:</p> <p>“Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the Contractor’s other obligations and liabilities under the contract.”</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>
GCC 51.1	The liquidated damages for the whole of the Works are 0.05% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 percentage of the final Contract Price.
GCC 52.1	Provisions related to Bonus do not apply.
GCC 53	<p>The following is inserted as a new sub-clause 53.4:</p> <p>“The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the PCC.”</p>
GCC 53.1	Advance Payments shall be made in Indian Rupees only. The amount of the Advance Payments are:

	<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
	<p>1. Mobilization</p> <p>2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i></p> <p>3. Secured advance for non-perishable materials brought to site</p> <p><i>(The advance payment will be paid to the Contractor after fulfillment of the above conditions).</i></p> <p>Repayment of advance payment for mobilization and equipment:</p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Project Manager under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or 9 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 15% (Fifteen percent) of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.</p> <p>Repayment of secured advance: NA</p>	<p>5% of the Contract price</p> <p>75% for new equipment. Total amount will be subject to a maximum of 5% of the Contract price.</p> <p>Not Applicable.</p>	<p>On submission of unconditional Bank Guarantee. <i>(to be drawn before end of 20% of Contract period)</i></p> <p>After equipment is brought to site as per agreed construction program <i>(provided the Project Manager is satisfied that the equipment is required for performance of the contract)</i> and on submission of unconditional Bank Guarantee for amount of advance.</p>
<p>GCC 54</p>	<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 amount specified in the PCC, and shall be issued by a Nationalized or</p>		

	<p>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><u>If the</u> 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>
GCC 54.1	<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], if the accepted bid value is below 20% of the Estimated amount 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>
E. Finishing the Contract	
GCC 59.1	<p>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”</p>
GCC 60.1	<p>The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of work, as the case may be 60 days after commencement of work</p> <p>The date by which “as built” drawings (in scale 1:25) 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 60 days after commencement of work.</p>
GCC 60.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 60.1 is Rs.5,00,000/-</p>
GCC 61	<p>The following sub-clauses are added after GCC 61.2 (h):</p> <p>“(i) The contractor has contravened Clauses 7 and 9 of GCC.</p> <p>(j) The contractor does not adhere to the agreed construction program, agreed ES-MSIP [Clause 30 of GCC], and also fails to take satisfactory</p>

	<p>remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.</p> <p>(k) The contractor fails to carry out the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.</p> <p>(l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.”</p>
GCC 61.2 (g)	The maximum number of days is: 200 days after commencement of works
GCC 61.2(l)	Hiding any information regarding changes in roles and responsibilities of JV members, which is not authorized by the Employer, shall also be treated as violation of Appendix A to General Conditions (Fraud and Corruption).
GCC 62	<p>The following is added after the words ‘issue of the certificate’ in the first sentence of GCC 62.1;</p> <p>“less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law,”</p> <p>The following is added after the words ‘date of the certificate’ at the end of GCC 62.2:</p> <p>“less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law”</p>
GCC 62.1	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 Laws²**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS
APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND
OTHER CONSTRUCTION WORK**

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| <p>(a) <u>Employees Compensation Act 1923</u>: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.</p> <p>(b) <u>Payment of Gratuity Act 1972</u>: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>(c) <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u>: The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <p style="margin-left: 20px;">(i) Pension or family pension on retirement or death, as the case may be.
 (ii) Deposit linked insurance on the death in harness of the worker.
 (iii) Payment of P.F. accumulation on retirement/death etc.</p> <p>(d) <u>Maternity Benefit Act 1961</u>: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>(e) <u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u>: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee</p> <p>(f) <u>Contract Labour (Regulation & Abolition) Act 1970</u>: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.</p> <p>(g) <u>Minimum Wages Act 1948</u>: The Employer is supposed to pay not less than the</p> |
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²This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers

Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

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

permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

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

control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but

not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centres, dealers, e-retailer, refurbished, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

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

means; and will to ensure full compliance to these rules and any conditions imposed in the permit.

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

Appendix 2

Tables of Adjustment Data

(Cl. 49 of GCC)

Table 1: Coefficients governing the adjustment for changes in cost

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

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

BOQ SCHEDULES

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

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

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

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

Base Date = Deadline for submission of bids

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

IPC – Interim Payment Certificate

³ The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.

⁴ The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.

⁵ The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

Appendix -3⁶ Appointment of Adjudicator

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

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

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

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

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

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

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

⁶ If ITB 51 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

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

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

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

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

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

Read and Agreed

Name of Adjudicator

Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

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

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendation 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 modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, and ES Performance Security *[Delete ES Performance Security if it is not required under the contract]* in the form detailed in ITB Clause 50 for amounts² 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:]

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

[or]

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

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

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

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

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

[OR]

We note that as per your bid, you propose to employ M/s. 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 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

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

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

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

Yours faithfully,

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

Attachment: Contract Agreement

Contract Agreement

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

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

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

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

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

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

⁶*An amount shall be inserted by the Guarantor, representing the percentage of the 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 until⁷, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his Environmental and 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 guarantee⁹]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

⁹*An amount shall be inserted by the Guarantor, representing the percentage of the 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 until¹⁰, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

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

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....*[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 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor¹¹]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee¹²]* _____ *[in words]*.

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

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

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

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

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

same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

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

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

At the request of the Applicant, we _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____) *[amount in words¹⁴]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract without cavil or argument.

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

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

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

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

[Signature(s) and seal of the guarantor]

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

*Attachment 1***Amendments for Permitting Standstill Period¹⁵**
(Refer ITB Clause 44)

In works contracts where it is proposed to permit Standstill Period [*in the case of high risk or specialized/complex works only*], the following corrections shall be incorporated in this document

1. Instructions to Bidders & Bid Data Sheet**1.1 Insert ITB 44.1 as under:**

44.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is **specified in the BDS**. Where only one Bid is submitted, the Standstill Period shall not apply.

1.2 Insert ITB 45.1 as under:

45.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

1.3 Substitute ITB 47.1 as under:

47.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 44.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

¹⁵These are instructions for the Borrower and should be removed from final bid document.

1.4 Insert ITB 48 as under:**48. Debriefing by the Employer**

48.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 45.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

48.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. In any case, irrespective of the circumstances, all debriefings shall be completed within 10 business days. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

48.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

48.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The debriefing will cover only the bid of particular bidder requesting the debriefing, and not the bids of the competitors. The Bidder shall bear its own costs of attending such a debriefing meeting.

1.5 Insert ITB 52 as under:**52. Procurement Related Complaint**

52.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

1.6 Insert BDS ITB 44 as under:**ITB 44 Standstill Period**

The Standstill Period is 10 Business Days *[note: the minimum number of Business Days is ten (10)]* after the date the Employer has transmitted to all Bidders that submitted a Bid, the Notification of its Intention to Award the Contract to the successful Bidder.

Note: Where a Bidder has previously received notification, in accordance with ITB 34.1, that its Technical Part of Bid failed to meet the requirements of the bidding document, the Bidder will not receive a Notification of Intention to Award the Contract.

[If this Bidding process is in response to an emergency situation recognized by the Bank state: “No Standstill Period applies to this Bidding process.”]

1.7 Insert BDS ITB 52.1 as under:

.....

ITB 52.1

The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

For the attention: *[insert full name of person receiving complaints]*

Title/position: *[insert title/position]*

Employer: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* **delete if not used**

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents;
 2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and
 3. the Employer’s decision to award the contract.
-

2. Contract Forms

2.1 Insert the Form ‘Notification of Intention to Award’ as under:

.....

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process]

[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.

- 2. The complaint can only challenge the decision to award the contract.
- 3. You must submit the complaint within the period stated above.
- 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

.....

2.2 Substitute the first note in Italics in the Form ‘Notification of Award’ as under:

[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 upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, subject to any review by the World Bank required under the Loan Agreement.]