

GOVERNMENT OF TAMILNADU
TAMILNADU ROAD SECTOR PROJECT - II
DRAFT BID [TENDER] NO:IN-TNRSP-155448-CW-RFB

NATIONAL COMPETITIVE BIDDING
(One-Envelope Bidding Process with offline Procurement)

NAME OF WORK	: ADDITIONAL FACILITIES TO THE TRAINING CENTRE AND HOSTEL BUILDING
PERIOD OF AVAILABILITY OF BIDDING DOCUMENT FOR DOWNLOADING	: FROM 05.02.2021 TO 10.03.2021
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 10.03.2021, 3.00 PM
* TIME AND DATE OF OPENING OF BIDS	: 10.03.2021, 3.30PM
PLACE OF OPENING OF BIDS	: O/O THE JOINT DIRECTOR, : TRAINING CENTRE, : 76, SARDAR PATEL ROAD, GUINDY : CHENNAI – 600 025, TAMIL NADU
OFFICER INVITING BIDS	: THE JOINT DIRECTOR, TRAINING CENTRE

February, 2021

INVITATION FOR BIDS

(IFB)

GOVERNMENT OF TAMILNADU
TAMILNADU ROAD SECTOR PROJECT - II

INVITATIONS FOR BIDS (IFB)
(One-Envelope Bidding Process)

NATIONAL COMPETITIVE BIDDING

Name of Project: Tamil Nadu Road Sector Project-II

Contract Title: Additional Facilities to the training centre and hostel building

Loan No./Credit No./ Grant No.: International Bank for Reconstruction and Development
(IBRD) & 8499-IN

Bid No.: IN_TNRSP_155448_CW_RFB

Date: 05.02.2021

1. The Government of India has received financing from the World Bank towards the cost of TNRSP-II and intends to apply a part of the funds to cover eligible payments under the contract for construction of works as detailed below.
2. Bidding will be conducted through National Competitive Bidding procedures agreed with the World Bank. Bidding is open to all eligible bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011_Revised July 2014.
3. Bidders from India should, however, be registered with the Government of Tamil Nadu or other State Governments/Government of India, or State/Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.
4. The Joint Director, Highways Research Station for and on behalf of the Governor of state of Tamil Nadu invites bids for the construction of works detailed below in the table. The bidders may submit bids for the work indicated therein. Interested bidders may obtain further information and inspect the bidding documents at the address given below during office hours.
5. Bidding documents are available at www.tnrsr.gov.in from 05.02.2021 to 10.03.2021 at free of cost. The bidders would be responsible for ensuring that any addenda published in the purchaser website (www.tnrsr.gov.in) is also downloaded and incorporated.

6. Deleted.
7. All Bids must be accompanied by a Bid Securing Declaration.
8. Bids must be submitted in the following office through registered post / speed post / courier(or) by hand on or before 3.00 pm hours on 10.03.2021 and will be publicly opened on the same day at 3.30 pm hours, in the presence of the bidders designated representatives who wish to attend. Any bid or modifications to bid (including discount) received after above deadline 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.
9. Deleted.
10. Deleted.
11. Other details can be seen in the bidding documents.
12. The address for communication is as under:
 - (a) Name & Designation of Officer: The Joint Director,
 - (b) Official Address: O/o the Joint Director, Training Centre, No.76, Sardar Patel Road, Guindy, Chennai-600 025.
 - (c) Email: hrstrainingcenter@gmail.com
 - (d) Telephone: 044-22354851
 - (e) Facsimile: NIL

TABLE

Package No	Name of Work	Cost of Document (Rs.)	Period of Completion
1	2	3	4
TC 07(f)	Additional Facilities to the training centre and hostel building	Free of cost	6 months

Seal of office

Joint Director,
Training Centre,
Guindy, Chennai-25

PART 1 – Bidding Procedures

Section 1 – Instructions to Bidders

Table of Clauses

A. General.....	9
1. Scope of Bid.....	9
2. Source of Funds	10
3. Corrupt and Fraudulent Practices.....	10
4. Eligible Bidders	10
5. Eligible Materials, Equipment and Services	13
B. Contents of Bidding Document.....	13
6. Sections of Bidding Document	13
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	14
8. Amendment of Bidding Document.....	15
C. Preparation of Bids	15
9. Cost of Bidding	15
10. Language of Bid.....	16
11. Documents Comprising the Bid.....	16
12. Process of Bid Submission.....	17
13. Alternative Bids	17
14. Bid Prices and Discounts	17
15. Currencies of Bid and Payment	19
16. Documents Comprising the Technical Proposal.....	19
17. Documents Establishing the Qualifications of the Bidder.....	19
18. Period of Validity of Bids	19
19. Bid Security	20
20. Format and Signing of Bid.....	22
D. Online Submission and Opening of Bids	22
21. Preparation of Bids	22
22. Deadline for Submission of Bids	23
23. Late Bids	23
24. Withdrawal, Substitution, and Modification of Bids	23
25. Bid Opening	23
E. Evaluation and Comparison of Bids	24
26. Confidentiality	24

27.	Clarification of Bids.....	24
28.	Deviations, Reservations, and Omissions.....	25
29.	Determination of Responsiveness.....	25
30.	Nonconformities, Errors, and Omissions.....	25
31.	Correction of Arithmetical Errors.....	26
32.	Conversion to Single Currency.....	26
33.	Margin of Preference	26
34.	Sub-contractors	26
35.	Evaluation of Bids.....	27
36.	Comparison of Bids	28
37.	Qualification of the Bidder	28
38.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	28
F.	Award of Contract.....	28
39.	Award Criteria	28
40.	Notification of Award.....	29
41.	Signing of Contract, Publication of award and Recourse to unsuccessful Bidders	29
42.	Performance Security	30
43.	Adjudicator	30

Section I – Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII (Works' Requirements)& Invitation for Bids (IFB). The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.

1.2 Throughout this Bidding Document:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;

I “day” means calendar day;

- (d) “ES” is an acronym for environmental and social (including Sexual Exploitation, and Assault (SEA));

I “Sexual Exploitation and Assault” “(SEA)” stands for the following:

- (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 further 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
- (f) “Contractor’s Personnel” is as defined in Sub-Clause 9.1 of

the General Conditions of Contract.

- 2. Source of Funds**
- 2.1 The Borrower or the Recipient (hereinafter called “Borrower”) **specified in the BDS** has received/applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, towards the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.5, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV

during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; or
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) has a close business or family relationship with a

professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not

bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request

**5. Eligible
Materials,
Equipment and
Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

**6. Sections of
Bidding
Document**

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms

Section V – Eligible Countries

Section VI - Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works' Requirements and Bill of Quantities

Section VII –Works' Requirements and Bill of Quantities

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer or downloaded from the official website as specific Procurement Notice / invitation for bids, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website as specific Procurement Notice / invitation for bids shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as required by the Bidding Documents.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 Deleted.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express

condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions / clarification request through e-mail, not later than two weeks prior to submission of bids.
- 7.6 Any modification to the Bidding Documents will be uploaded in the purchaser website. It is the bidder's responsibility to check / confirm with the purchaser.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the Bidding Document and shall be deemed to have been communicated to all bidders. The addenda will be published in the purchaser website (www.tnrs.gov.in) and communicated to the bidders who are downloaded IFB. The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website / confirm with purchaser 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 the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed Schedules including priced bill of quantities, in accordance with ITB 12 and 14, as **specified in BDS**;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2, and in accordance with ITB 20.3 in case of a JV;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract, if its Bid is accepted;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria;
 - (i) Contractor Registration certificate (as per IFB); and
 - (j) Any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

-
- | | |
|--------------------------------------|---|
| 12. Process of Bid Submission | <p>12.1 The Letter of Bid, Schedules including the Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>12.2 Entire Bid including the Letter of Bid and filled-up Bill of Quantity shall be submitted to the office by Registered post / speed post / Courier (or) by hand.</p> <p>12.3 Submission of Original Documents: The bidders are required to separately submit (i) original bid security in approved form; and (ii) original affidavit regarding correctness of information furnished with bidding document, with the office address mentioned below as part of the bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.</p> |
| 13. Alternative Bids | <p>13.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.</p> |
| 14. Bid Prices and Discounts | <p>14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.</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 (both in figures and words), as identified in Section IV, Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 Discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 Unless otherwise specified in the BDS and the Conditions of</p> |

Contract, the rates and prices quoted by the Bidder shall be fixed

- 14.6 If so indicated in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots/contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots/contracts are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as applicable on the deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Contractor when in need and duly certified by the Project Manager.

No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.

If the bidder has considered the tax/duty exemption for

materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/duty exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.

Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.

- | | | |
|--|------|--|
| 15. Currencies of Bid and Payment | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid forentirely in Indian Rupees. |
| 16. Documents Comprising the Technical Proposal | 16.1 | The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as per details stipulated in Section IV(Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| 17. Documents Establishing the Qualifications of the Bidder | 17.1 | To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms. |
| | 17.2 | To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section IV(Bidding Forms). |
| 18. Period of Validity of Bids | 18.1 | Bids shall remain valid for 120 days or for a period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive. |

- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid-Securing Declaration or a bid security, and in the case of a Bid security, in the amount **shown in BDS**, for this particular work.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee, issued by a Nationalized/Scheduled bank located in India;
 - (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
 - (c) a cashier's or certified check; or demand draft from a Nationalized or Scheduled Bank located in India;
 - (d) another security **indicated in the BDS**.

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

IV (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 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.
- 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 42.
- 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.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 31; or
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42.
- 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 legally constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as

named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

19.9 If a bid security is not required in the BDS pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42;

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**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives

20.4 Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.

20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

21. Preparation of Bids

21.1 Bids shall be submitted through offline as specified in BDS 7.1. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can log on to this website and view the Invitation for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid through registered post/ speed post/ courier or

by hand at the office before the last date of receipt of bids; 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.

- 21.2 The completed bid comprising of documents indicated in ITB 12, should be submitted alongwith scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 21.3 All the documents are required to be signed by the bidder.
- 21.4 E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be submitted through off line no later than the date and time **indicated in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The late submission of bids after due date & time is not allowed.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 Deleted.
- 24.2 Deleted.
- 24.3 Deleted.
- 25. Bid Opening**
- 25.1 The Employer shall publicly open 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.
- In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
- 25.2 Deleted.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

**28. Deviations,
Reservations,
and Omissions**

- 28.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination of
Responsiveness**

- 29.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII(Works’ Requirements) have been met without any material deviation, reservations or omissions.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation or omission.

**30. Nonconformities,
Errors, and
Omissions**

- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformities in the bid which do not constitute a material deviation, reservation or omission.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.

**31. Correction of
Arithmetical
Errors**

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

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.7.

**32. Conversion to
Single Currency**

32.1 Not used.

**33. Margin of
Preference**

33.1 Not used.

34. Sub-contractors

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

34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When

subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

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

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a bid, the Employers shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not Used,
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria;

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

35.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front-loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses (with breakdown of unit rates) for any or all items of

the Bill of Quantities, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- | | | |
|--|------|---|
| 36. Comparison of Bids | 36.1 | The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid. |
| 37. Qualification of the Bidder | 37.1 | The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. |
| | 37.2 | The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder. |
| | 37.3 | An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily. |
| 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | 38.1 | The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

F. Award of Contract

- | | | |
|---------------------------|------|---|
| 39. Award Criteria | 39.1 | Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest |
|---------------------------|------|---|

evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

41. Signing of Contract, Publication of award and Recourse to unsuccessful Bidders

- 41.1 The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of acceptance. Within 21 days of receipt of Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB Clause 42 and revised construction methodology. If the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid.
- 41.2 The Employer within 3 weeks of issue of notification of award shall publish in the Employer’s website, the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted the bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 41.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests the Employer in writing to explain on which grounds its bid was not selected.

42. Performance Security

- 42.1 Within twenty-one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, 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.
- 42.2 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 next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security, pursuant to ITB Clause 42.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.

43. Adjudicator

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

Section II - Bid Data Sheet (BDS)

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

Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]

A. Introduction

ITB 1.1	The Employer is: The Joint Director, Training Centre
ITB 1.1	The name of the work is: Additional Facilities to the training centre and hostel building The identification number of the work is: IN-TNRSP-155448-CW-RFB
ITB 2.1	The Borrower is Government of India. The Sub-Borrower is Tamil Nadu
ITB 2.1	The name of the Project is: Tamil Nadu Road Sector Project-II Loan or Financing Agreement amount: 300 Million USD
ITB 4.1	Bids from Joint ventures are not acceptable.
ITB 4.4	A list of debarred firms and individuals is available at the Bank's external website www.worldbank.org/debarr .

B. Contents of Bidding Documents

ITB 7.1	Electronic –Procurement System - Not applicable The Employer shall visit the office of the Tender Inviting Authority for clarification and associated addendum (if any) Requests for clarification should be received by the Employer no later than 14 days prior to deadline for submission of bids . The bidders may request clarification through Registered post / speed post / Courier/e mail or by hand.
ITB 7.4	A Pre-Bid meeting shall not take place. A site visit conducted by the Employer shall not be organized.

C. Preparation of Bids

ITB 11.1(b)	The schedule shall be submitted with the bid.
ITB 11.1 (j)	<p>The Bidder shall submit the bid with the following additional documents: The list of additional documents should include the following:</p> <p>(i) 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>
ITB 12	Note for Bidders: Bidders have to submit the bids through Registered post / speed post / courier or by hand along with the relevant required documents.
ITB 12.3	Deleted.
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 45 read with corresponding provisions under PCC and Appendix 2 to PCC.
ITB 18.1	The bid validity period shall be: 120 days.
ITB 18.3 (a)	Not Applicable
ITB 19.1	<p>A Bid Security shall not be required.</p> <p>A Bid-Securing Declaration shall be required</p>
ITB 19.3 (d)	Deleted.
ITB 19.9	2 years

ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p><i>[insert “</i></p> <p><i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i></p> <p><i>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.”]</i></p>
-----------------	--

D. Submission and Opening of Bids

ITB 22.1	<p>The deadline for submission of bid is:</p> <p>Date: 10.03.2021</p> <p>Time: 3.00 pm</p> <p>Place: O/o the Joint Director, Training Centre, No.76, Sardar Patel Road, Guindy, Chennai-25</p>
ITB 24.1	Re-submission of the bid is not allowed, if withdrawn.
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Office Address : O/o the Joint Director,</p> <p>Street Address: No.76, Sardar Patel Road, Guindy</p> <p>Floor/Room number: Ground Floor, Joint Director’s chamber</p> <p>City: Chennai - 25</p> <p>Country: INDIA</p> <p>Date: 10.03.2021</p> <p>Time: 3.30 pm</p>

E. Evaluation and Comparison of Bids

ITB 30.3	<p>The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>
-----------------	--

ITB 34.1	At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.2	N/A
ITB 34.3	N/A
ITB 42.1 and 42.2	<p>The Performance security amount 10% (percent) of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee issued by a nationalized/scheduled bank in India in favour of the Deputy Director (H), Training Centre, Chennai-600025.</p> <p>The successful Bidder shall also not required to submit an Environmental and Social (ES) Performance Security. [Note: <i>The ES Performance Security shall normally be required where ES risks are significant.</i>]</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 in GCC/ PCC 50.</p>
ITB 43.1	The Adjudicator proposed by the Employer will be intimated at the time of Letter of Agreement.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

1. Evaluation

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

1.1 Adequacy of Technical Proposal

Not Applicable.

1.2 Multiple Contracts if permitted under ITB 35.4, will be evaluated as under.

Not Applicable

1.3 Specialized Subcontractors

Not Applicable

2. Qualification

No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	

2.1 Eligibility

2.1.1	Nationality	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	N/A	N/A	N/A	Forms ELI –1.1 and ELI-1.2 With attachments
2.1.2	Conflict of Interest	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.1.3	Bank eligibility	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4.& 4.7.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.1.4	Government Owned Entity	Bidder to meet conditions of ITB Sub-Clause 4.5. The entity should not be a dependent agency of the borrower or sub-borrower or Employer.	Must meet requirement	N/A	N/A	N/A	Forms ELI -1.1 and 1.2 with attachments
2.1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	N/A	N/A	N/A	Forms ELI -1.1 and 1.2 with attachments

No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	

2.2 Historical Contract Non-Performance

2.2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January, 2016	Must meet requirement by itself or as member to past or existing JV	N/A	N/A	N/A	Form CON - 2
2.2.2	Suspension based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the	Must meet requirement by itself or as member to past or existing JV	N/A	N/A	N/A	Form CON - 2

¹ 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.

No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	
		Bidder					
2.2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ² since 1 st January, 2016	Must meet requirement by itself or as member to past or existing JV	N/A	N/A	N/A	Form CON - 2
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 related to the non-compliance of any environmental, or social (including Sexual Exploitation and Assault) contractual obligations in the past five years ³ .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	N/A	N/A	Form CON-3 ES Performance Declaration

² The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

³ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	

2.3 Financial Situation and Performance

2.3.1	<p>Financial Capabilities</p> <p>(a) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit⁴, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Rs.35 lakhs (about 3 months cash flow at peak construction period) for the subject contract(s) net of the Bidders other commitments</p> <p>(b) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash</p>	<p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p>	N/A	N/A	N/A	Form FIN - 3.1 with attachments
-------	--	---	-----	-----	-----	---------------------------------

⁴In 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.

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	
		flow requirements on works currently in progress and for future contract commitments (c) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <i>five</i> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	(c) Must meet requirement				
2.3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Rs.2,78,00,000/- (Rupees two crores seventy eight lakhs), calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by five years.	Must meet requirement	N/A	N/A	N/A	Form FIN - 3.2

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	

2.4 Experience

2.4.1	General Construction Experience	Experience under construction contracts for similar works such as those pertaining to building works / interior works / other similar works in buildings / infrastructure civil works in the role of contractor, JV member, sub-contractor, or management contractor for at least the last five [5] years prior to the bid submission deadline.	Must meet requirement	N/A	N/A	N/A	Form EXP – 4.1
--------------	--	---	-----------------------	-----	-----	-----	----------------

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All parties combined	Each member	One member	
2.4.2 (a)	Specific Construction and Contract Management Experience	Bidder should have successfully completed as a prime contractor, JV member ⁵ , management contractor or sub-contractor, minimum one (1) contract substantially (<i>not less than 90% of contract value</i>) within the last five (5) years (FY 2015-16 to FY 2019-20), with a value ⁶ of at least Rs.1,25,00,000/- which is similar to the proposed works such as building works / interior works / other up gradation works of buildings. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a). The contractor should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.

⁵ 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.

⁶ At 2020-21 price level. Cost of completed works of previous years shall be given weightage @5% per year based on rupees value to bring them to the pricelevel of the financial year in which bids are received.

half-year and more than 6 months as one year).

B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.

Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

2.5 Personnel

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

[Specify requirements for each lot as applicable]

S. No.	Designation of Personnel (Position)	No.	Minimum Qualification	Minimum years of experience	Minimum experience in similar works.
1.	Project Engineer	1	B.E., Civil Engineering	10 Years	3 years
2.	Junior Project Engineer	1	Diploma in Civil Engineering	5 years	3 years

The Bidder must not have in his employment:

- [i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the Highways and Minor Ports Department.
- [ii] Without Government permission, any person who retired as gazetted officer within the last two years.

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

2.6 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment as per the requirements of work.

Section IV - Bidding Forms

Letter of Bid

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

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

Date: _____

Invitation for Bid No.: _____

To: ***(Insert name of the Employer)***

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We havenot 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 4.6;
- (d) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (e) The total price of our Bid, excluding any discounts offered in item (e) below is:
 -In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures];***
 -In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures];***
 -In case of multiple lots, total price of all lots (sum of all lots)***[insert the total price of all lots in words and figures];***
- (f) Deleted.
- (g) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

-
- (h) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator

[or]

We do not accept the appoint of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed⁷ as Adjudicator, whose daily fees and biographical data are attached:

- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council(ITB 4.7);
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5⁸;
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁹*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

⁷In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 43, the replacement should also be proposed from the list of same institution.

⁸Use one of the two options as appropriate.

⁹If none has been paid or is to be paid, indicate "none".

- (p) If awarded the contract, the person named below shall act as Contractor's Representative: _____

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

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

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

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

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

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

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

.....

Form of Bid Security - Bank Guarantee (NOT APPLICABLE)

[Guarantor letterhead or SWIFT identifier code]

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

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

WHEREAS, _____ *[name of Bidder]*¹⁰ (hereinafter called "the Bidder") has submitted his Bid dated _____ *[date]* or will submit his Bid for the construction of _____ *[name of Contract]* (hereinafter called "the Bid") under Invitations for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[name of Employer]* (hereinafter called "the Employer") in the sum of _____¹¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 31;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, and if required, the Environmental and Social (ES) Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his

¹⁰ Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

¹¹ The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date _____¹² 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.

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

Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid 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 in any contract with the entity that invited Bids for the period of time of 2 years starting on submission of bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have not accepted the correction of the Bid Price pursuant to ITB 31; 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]*

*: 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

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

Technical Proposal – Site Organization

[Insert Site Organization information]

Technical Proposal – Method Statement

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including 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]

Technical Proposal – 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 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.

Technical Proposal – 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.]

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 11.1 (j) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

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

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

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.

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

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

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

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): _____

Forms for Personnel

Form PER – 1: Proposed Personnel

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

S. No.	Position	Name	Qualification	Years of Experience	Years of Experience in proposed position			
					Road * works	Building* works	Others*	Total
1.	Project Engineer							
2.	Junior Project Engineer							

(* Modify this as appropriate to suit the works for which bids are invited)

Form PER – 2: Resume of Proposed Personnel

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): _____

Form for Equipment

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment as per the site requirements.

Form SC: Sub-Contracting

SCHEDULE OF SUBCONTRACTORS

Item	Element of work	Approximate value of sub-contract	% of bid price	Name and address of sub-contractor	Qualification and experience of sub-contractor on similar works of the elements executed
NOT APPLICABLE AT THIS STAGE					

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

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

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

Others

Bidder's Qualification

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

Form-ELI -1.1: Bidder Information Form

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

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

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

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

Form-ELI -1.2: JV Information Form (NOT APPLICABLE)

(Where permitted as per BDS ITB 4.1)

Each member of a JV must fill in this form

Date:[insert day, month, year]

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

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

JV Information	
Bidder's legal name	NOT APPLICABLE
JV Member's legal name	
JV Member's country of constitution	
JV Member's year of constitution	
JV Member's legal address in country of constitution	
JV Member's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents. <ol style="list-style-type: none">1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 read with BDS.2. Authorization to represent the firm names above, in accordance with ITB 20.2.3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5 read with Sub-Clause 2.1.4 of Qualification Criteria.4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	

Form ELI -1.2 A**Specialized Subcontractor's Information Form**
(to be completed for each Specialized Subcontractor)Date: *[insert day, month, year]*NCB No. and title: *[insert NCB number and title]*Page *[insert page number]* of *[insert total number]* pages

Bidder's legal name:

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

DETAILS OF PARTICIPATION IN THE JOINT VENTURE (NOT APPLICABLE)

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'
Financial	NOT APPLICABLE		
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on proposed contribution of each)			

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

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

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

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

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

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

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

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

Year of dispute	Amount in dispute (Rupees)	Contract Identification	Total Contract Amount (Rupees)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4. <input type="checkbox"/> Litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rupees)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <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> 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>

Form CON – 3:Environmental and Social (ES)

Performance Declaration

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

Bidder's Name: _____

Date: _____

Joint Venture Member's or Specialized Subcontractor's Name: _____

NCB No. and title: _____

Page _____ of _____ pages

Environmental and Social (ES) 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 and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. sexual exploitation or assault breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate</i>	<i>[insert amount]</i>

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

Financial Situation

FORMAT 3.1 Historical Financial Performances

Bidder's Legal Name: _____ Date: _____
 JVMember Legal Name: _____ Bidding No.: _____
 Page _____ of _____ pages

To be completed by the Bidder and by each member of a joint venture

1. Financial data

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

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 the balance sheets and/or financial statements for five years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 2.3.1. The financial statements shall:

- (a) reflect the financial situation of the *Bidder* and not sister or parent companies.
 - (b) 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 (no statements for partial periods shall be requested or accepted).
- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the five years required above; and complying with the requirements (If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified)
- ☐ Attached is a copy of certificate given from the commercial bank assuring cash flow (working capital for contraction) in the format attached.

FORM FIN – 3.1(A)**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW**

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

Clause 2.3.1(b) of Section 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. _____ to meet their capital requirements for executing the above contract.

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

Form FIN - 3.2

Average Annual Construction Turnover

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

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

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

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

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

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

Annual turnover data (construction only)*		
Year	Amount in Rupees	
<i>[indicate year]</i>	<i>[insert amount]</i>	
2019-20		
2018-19		
2017-18		
2016-17		
2015-16		
Average Annual Construction Turnover		

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

JOINT VENTURE (NOT APPLICABLE)

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

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

Annual Turnover Data (construction only; in Rupees *)							
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**

1. Name and address of Bankers to the Joint Venture

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

Form EXP - 4.1

General Construction Experience

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

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

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

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

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

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

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

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

Form EXP - 4.2(a)

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

Date: [insert day, month, year]

JV Party Name: [insert full name]

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

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

(A) Work performed as prime Contractor or 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 years¹³. *[Attach certificate from the Engineer-in-charge.]*

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

¹³ Immediately preceding the financial year in which bids are received.

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

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

JV Party Name: [insert full name]

Nominated Sub-contractor's Legal Name¹⁴

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

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

(B) Quantities of work executed as prime contractor or Sub-Contractor (in the same name and style) in the last five years:¹⁵

Year	Name of the Work	Name of the Employer *	Quantity of Work performed (cum) @		Remarks * (indicate contract agreement Ref for each year)
			False ceiling	Wall Panelling	
2015-2016					
2016-2017					
2017-2018					
2018-2019					
2019-2020					

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

** Attach certificates from Engineer in-charge*

¹⁴ If applicable

¹⁵ Immediately preceding the financial year in which bids are received.

Form EXP - 4.2(c)(NOT APPLICABLE)

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: _____

IFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 2.4.2 (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 2.4.2 (c): _____

3. Key Requirement no 3 in accordance with 2.4.2 (c): _____

...

Form for Current Contract Commitments/Works in Progress

Bidders 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 ¹⁶ 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)

¹⁶ Attach certificate(s) from the Engineer(s)-in-Charge.

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

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

Section V - Eligible Countries

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

In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

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

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

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁷ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁸ ;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁹
 - (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;²⁰
 - (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;²¹
 - (v) “Obstructive practice” is

¹⁷ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁸ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁹ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

²⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

²¹ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

-
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
 - (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,²² including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²³;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

²² A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²³ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2 – Works’ Requirements and Bill of Quantities

**Section VII–Works’ Requirements and
Bill of Quantities**

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 may be 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 Tamil Nadu Building practices (TNBP) or National Building Code of India.

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

1. Supply and installation of Anutone or equivalent brand of acoustical false ceiling of sisoli serene /slate sprits/slate polka mineral fibre/GRG core ceiling tiles of size 595 x 595 x15 mm having volume density 270 kgs/cum, weight 4 kg / sqm, which is suspended by using 0.3 mm thick skelettreliis T15 metal grid system. The skelettreliis T15 metal grid system of 600 mm x600 mm module includes skelet WA15 W30 wall angle with unequal flanges of 15 /19 mm ,length 3000 mm ,fixed along the perimeter of walls with the help of nylon sleeves and suitable fasteners at 300 mm centers. Then suspended the skelet MT15 W36 main T with flange width15 mm, height 32 mm and length 3600 mm, from the soffit slab with help of soffit cleat and wire rod with levelling spring clip at 1200 mm centers. Skelet CT15 W12 cross T with flange width 15 mm , height 26 mm and length 1200 mm is interlocked into the pre cut slots in the main T 15 at 600 mm centers in the perpendicular direction to the main T15. Finallyskelet CT15 W06 cross T with flange width 15 mm, height 26 mm and length 600 mm are interlocked into the precut slots in the CT15 W12 cross T in direction parallel to the main T15 to result in 600 x 600 mm module. Sisoli serene/slate sprits/slate polka of size 595 x 595 x 15 mm shall be placed into the grid size of 600 x 600 mm. The systems to achieve noise reduction coefficient not less than 0.5 NRC , so as to have an neat appearance as directed by the department offices. The cost includes, cost of material, cost of labour, scaffolding, transportation, conveyance etc, complying to the standard specification.
2. Providing wall panelling using one side teak wood sheet with melamine polishing with the following specification. The frame work using aluminium tuber section of size 50mm x 25 mm x 2 mm thick fixing horizontally and vertically in position with wall at interval of 600 mm in both direction fixing water proof plywood of 12 mm thick over the aluminium frame work with necessary screws. One side teak wood sheet of 3.5 mm thick will be fixed over the plywood using fevical and finishing with melamine polishing and the rate inclusive of conveyance to site and labour charges and as directed by the departmental officers. The design pattern, water proof ply wood, OST sheet and other materials to be used shall be got approved by the Executive engineer concern before use on work etc., complete.

-
3. Providing and fixing of partition with aluminium anodize natural colour matt finish,(1/3 glassed and 2/3 pre laminated partical board) with aluminium box section No.20062,20063 of size 63.50mm x 38.10 mm x 1.28 mm, 1.41 mm @ 0.818 kg/m, vertical members, with necessary clips, etc., are spaced 90cm c/c and horizontal members are spaced @ 1.2m , 2.1 m, and 2.8 m. height from floor level, penals should be covered with 12mm thick pre laminated exterior grade at 2/3 portion of partition and 5.50 mm thick glass covered at 1/3 portion of the partition with necessary aluminium clips of size 19mm x 17.3 mm x .9 mm at 0.124 kg/m and L angles etc.,
 4. Providing and fixing of door with aluminium anodized natural colour matt finish, (1/2 glassed and 1 /2 both side laminated partical board). The outer frame shall be with aluminium box section 101.6 x 44.45 x 3.18 mm at 2.319 kg / m and shutter frame made of section vertical top and rail 50 x44.45 x 2.5 mm@ 1.292 kg / m , bottom rail 100 x44.45 x 2.5 mm @ 1.974 kg /m , lock rail 50 x 44.45 x 2.5 mm @1.292 kg / m , aluminium clips 17.15 x17.27 x1.50 mm@0.176 kg/m , aluminium handle 100 x 30 mm @ 0.988 kg /m and necessary accessories such as aluminium clips, rubber beeding, PVC felt, handle for a length of shutter (both sides) locking arrangements, furniture fittings such as aluminium tower bolts 250 x12 mm - 1 no , aluminium tower bolt 200 x 12 mm =- 1 no ,aluminium hydraulic door closer - 1 no, lock - 1 no , door stopper with rubber bush including cost of materials labour charges and power consumption charges required for fabrication including chipping, dismantling and making hole to the required extent in RCC column, beams, masonry with power drill wherever necessary and redoing the damaged portion to the original condition after fixing etc, complete. All the aluminium section are to be anodised with matt finish under electrically controlled conditions in accordance with IS 1868/1962 for an average anatic film thickness of 15 microns etc , complete aluminium sections and furniture fittings shall be got approved by the engineer incharge.
 5. Supplying and fixing colour galvanum sheet roof of 0.47mm thick laid over 4mm ACP sheet and steel tubular box section of 100x50x3mm of 1meter interval including priming coat fixing in position with all necessary accessories complete complying with standard specification and as directed by the departmental officers including 4mm ACP sheet at bottom.
 6. Supplying and fixing 25mm stainless steel curtain rods of suitable length and curtains including cost of all materials , labour chares for fixing in position an all other incidental charges etc complete.
 7. Supplying and fixing sun control film of suitable length and width including cost of all materials , labour chares for fixing in position an all other incidental charges etc complete.

8. Supplying, Laying and jointing CPVC pipes (SDR-11) of approved quality and best variety conforming to BIS of the following dia including cutting ,threading and fixing CPVC specials using CPVC adhesives but excluding cost of such specials and fixing into the wall with teak wood plugs, PVC clamps and screws making holes on the wall or drilling holes into the roof and making good and dismantled portion to the original condition with necessary brick work /cement concrete and plastering neatly wherever necessary with necessary scaffolding charges upto 4m height above ground level etc complete complying with standard specification.
9. Supplying CPVC specials (SDR-11) in water supply arrangements (both in internal and external water supply arrangements).
10. Supplying and fixing MS Ladder with 450 mm width using MS Angle of size 50 x 50 x 6 mm size. The rate to include the cost of MS angle, conveyance charges. Labour charges for fabrication and cost for priming coat etc complete as directed by the departmental officer etc complete.
11. Manufacturing, Supplying and fixing of stainlesssteel handrails for stair case near wet raiser using 50 mm dia 304 L Grade stainless steel pipe of 1.6 mm thick will be provided with tubular supports made of 304 L Grade stainless steel pipe of dia of 1.6 mm thick welded to the railing. The supports will be grouted into the wall and provided with 93.00 mm thick stainless steel circular base plate of 304 grade. The rate shall included for grouting into concrete with necessary supporting arrangements the hand rail in floor polishing buffing, bonding, cutting , grinding , conveyance, welding charges , electrical charges, etc complete.
12. Supply, installation,testing and commissioning of 2.0 TR capacity high wall mounting split type Air Conditioner unit fixed with hermetically sealed compressor suitable for operation on 230 volts50 Hz, AC power supply complete with copper tubes. (Bluestar /Voltas/Carrier/Equivalent).
13. Supply and installation of 5 KVA capacity Automatic voltage stabilizer with time delay relay.(V-Guard/Equivalent).
14. Supplying and fixing MS Stand for fixing outdoor unit
15. Supply and laying of 5/8 " and 3/8 " copper pipe extra beyond 3m length
16. Supply and fixing of 20A Double pole plug and socket in sheet steel enclosure with 1 no 6 A to 32 A DP MCB open on wall and with earth connection (Legrand ,Hager or equivalent)
17. Supply and run of 2 of 4.0 sqmmPVCunshethered copper wire of 1100 V grade in suitable PVC rigid pipe open on wall or ceiling with continuous earth connection by 14 SWG T.C Wire.
18. Supply and fixing of 20A SP MCB in the existing distribution board and with the connections (standard/equivalent)

-
19. Supply and fixing of 16W, ascend design, compact glare free LED Down lighters with integrated electronic driver.(Philips/Equivalent).
 20. Supply and fixing of 30W Modern designed architectural 2'0" x2'0" LED Luminaire with electronic driver suitable for Armstrong/ Grid ceiling (Philips/Equivalent)
 21. Wiring with 2 x1.5 sq mm (22 /0.3) PVC insulated un sheathed copper conductor of 1100 v grade in suitable PVC rigid pipe opened in wall and ceiling with PVC accessories with wrap around modular switch box with 6A modular flush type switch in flush with wall covered with modular front plate with painting of suitable colour for concealed PVC light / fan point.(for electronic regulator).(5 points/ coil) .Make legrand/ Hager / Crafttrce/ Equivalent.
 22. Removing the existing 48" sweep ceiling fan on a ceiling and fixing the same into another location with suitable down rod including Fan hook and with connections.
 23. Removing the existing light fittings and refixing the same into another locations with rigid chain or conduit pipe suspension with T.W round block from the ceiling with PVC unsheathed copper leads from terminal to the fitting with connections.
 24. Supply and fixing of 2 nos 6/16 A socket with 2 nos 16 A switch in suitable surface plastic box open on wall and top covered with combined plates and with connections (Anchors / roma or equivalent).
 25. Supply and fixing of 3 nos of 6A 5 pin universal socket with 3 nos 6A switch in suitable surface plastic box open on wall and top covered with combined plates and with connections (Anchors / roma or equivalent).
 26. Supply and fixing of 63 A F.P MCB in suitable sheet steel enclosure open on wall and with connections (standard /Havels or equivalent).
 27. Supply and fixing of 6A to 32 A .D.P MCB in a suitable sheet steel enclosure open on wall and with connections. (Standard/Havels or equivalent).
 28. Supply and fixing of 12 ways single phase MCB DB sheet steel enclosures for flush/surface mounting with bus bar neutral link without MCBS with 1 no 40 A .D.P Isolator as incoming and 12 nos 6A to 32A .S.P.M.C.B as out goings on wall and with earth connections (standard or equivalent).
 29. Supply and fixing of 8 ways single phase MCB DB sheet steel enclosures for flush/surface mounting with bus bar neutral link without MCBS with 1 no 40 A .D.P Isolator as incoming and 8 nos 6A to 32A .S.P.M.C.B as out goings on wall and with earth connections (standard or equivalent).
 30. Supply and run of 2 of 2.5 sqmmPVC unsheathed copper wire of 1100 V grade in suitable PVC rigid pipe open on wall or ceiling with continuous earth connection by 14 SWG T.C wire
 31. Supply and run of 4 of 10 sqmmPVC unsheathed copper wire of 1100 V grade in suitable PVC rigid pipe open on wall or ceiling with continuous earth connection by 14 SWG T.C wire

-
32. Supply and fixing ACP name plate of size 18 " x 4 " with engraving of numbers on it including labour charges for fitting on the door frame and all other incidental charges etc complete.
 33. Supply and fixing ACP number plate 5" dia with engraving of numbers on it including labour charges for fitting on the door and all other incidental charges etc complete.
 34. Supply and Erection charges for R60-105-1229 / Model No.AVANI Analogue Addressable FACP "Black - UL Listed, (Make: Ravel or equivalent)
 35. Supply and Erection charges for LOOP CARD R50-141-5253 / RE-AVANI-LC-R1.0, ST" Supply of loop card which will have 254 devices of both detectors and modules in a single line circuit, SLC supports both Class A and Class B wiring approval: UL Listed
 36. Supply and Erection of Addressable smoke detector with base with binary coded address setting. Dual LED for 360° visibility. Sleek low - profile housing design. Regular 100mm base. IP Rating:IP-42. Approval: UL Listed.
 37. Supply and Erection charges for Addressable multi sensor - Heat cum smoke detector with base with binary coded address setting. Dual LED for 360° visibility. Sleek low-profile housing design. Regular 100mm base. IP rating: IP 42. Approval: UL Listed.
 38. Supply and Erection charges for R60-134-1303 / Model No.RE-717M Addressable Manual Call Resettable type (Make: Ravel or equivalent). Supply of Addressable Manual Call Point resettable type - with back box with binary coded address setting with status LED for 360° visibility - IP:50 Rating
 39. Supply and Erection charges for R60-054-1118 / Model No.RE-24CS conventional wall mounted sounder. 100 dBA@1m +/- 5%. (Make: Ravel or equivalent)
 40. Supply and Erection charges for new 12 volts 10 amps Battery for fire alarm Control Panel
 41. Supply and laying of FRLS PVC insulated 2 core 1.5 sq. mm Armoured copper cable in suitable PVC rigid pipe open on ceiling / wall using fixing accessories like screws ,plug , clamps , etc., as per standard methods and as directed by the departmental officers.
 42. Testing and addressing charges
 43. Supplying, installing, Testing and commissioning of free standing floor mounting type Automatic mains failure (AMF) control panel with bypass arrangement suitable for 250 KVA silent type DG set fabricated out of 2mm thick CRCA sheet, 300A 4 strip copper busbar, DMC/SMC bus bar supports, bottom base channel of MS section not less than 100mm x 50mm x 5mm thick, common copper earth bar of size 25mm x 5mm at the rear with 2 nos earth stud, solid connections from main bus bar to switch gears with required size of copper bus bars and control wiring

-
- with 2.5 sq.mm PVC insulated copper conductor single core cable, cable alleys, cable gland plates in two half, i/c providing following switch gears and as required.
44. Supplying, installing, Testing and commissioning of free standing floor mounting type Automatic mains failure (AMF) control panel with bypass arrangement suitable for 250 KVA silent type DG set fabricated out of 2mm thick CRCA sheet, strip copper busbar, DMC/SMC bus bar supports, bottom base channel of MS section not less than 100mm x 50mm x 5mm thick, common copper earth bar of size 25mm x 5mm at the rear with 2 nos earth stud, solid connections from main bus bar to switch gears with required size of copper bus bars and control wiring with 2.5 sq.mm PVC insulated copper conductor single core cable, cable alleys, cable gland plates in two half, i/c providing following switch gears and as required.
 45. Supply of teak wood dining chair with cushion seat and back with reaper back finish.
 46. Supply of teak wood plain table made out of 18mm commercial plywood and 1 mm laminated sheet finish with all round teak wood beading fixing and plywood area good polish finish of size 3'0" x2' 0" x2' 6"
 47. Supply of wooden wardrobe made out of 18mm commercial plywood with front openable shutters and inner shelves arrangement and laminated finish and all round teak wood design beading fixing of size 5'0" x 3'0" x1' 6"
 48. Supply and installation of desktop computer with i7 9700 processor,8 GB RAM, 1TB HDD, 4 GB Graphics card, DVD writer, keyboard, optical mouse, windows10,19.5"monitor. Make :Lenova/Eq, Model No: 11BGSOOKOO
 49. Supply of installation of A4 Laser printer model BP 6230dn ,print technology laser, minimum speed per minute in A4 Size 25 PPM ,1200X1200Dpi print resolution, media size ;letter, legal executive, envelop, duplexing feature availability, cycle of 8000 pages, Wi-Fi compatibility, tray capacity of 250 sheets, toner yield of 1500 pages and above an linux and window compatibility Make: Canon/Eq. Model:6230.
 50. Supply of installation of HD Video camera with tripod which includes Sony PXW -Z 190 4 K - 3 -COMS-1/3 " sensor XD CAM camcoder ,three 1/3 " exmor R COMS Sensors 4K -60 P recording SD flash memory type. Integrated 25 X sonyG optical zoom , digital zoom 2 ,screen size -3.5 inches , maximum resolution 8.36 mega pixels, maximum shutter speed 1/8000 seconds, minimum shutter speed 1/24 sec ,minimum focal length 1 millimeter , dimension 4.19 x 19.1 x 20.3 cm. visible screen diameter 6"/9 cm . (Make : sony /equivalent). Model No.PXW-Z190
 51. Supply of DSLR Camera which includes 24.2 mega pixel, CMOS image sensor , DIGIC 6 image processor ,image sensor aspect ratio 3 : 2 TFT colour liquid -

crystal monitor ,7 levels of manual brightness adjustments ,ISO sensitivity auto ISO 100 -ISO 12800 ,19 Cross - type AF for focusing , approximate magnification 0.88x WiFi and NFC supported, rechargeable lithium- ion battery LP -E17 with 1040 mAh capacity, compatible battery charger. (make-Sony), Model-6100L/Eq.

52. Supplying. Laying and jointing 20mm PVC pipes above ground level (having working pressure 10kg/sq cm) of approved quality and best variety conforming to BIS of the following dia including cutting,threading and fixing PVC specials using PVC adhesives but excluding cost of such specials and fixing into the wall with teak wood plugs ,PVC clamps and screws making holes on the wall or drilling holes into the roof and making good and dismantled portion to the original condition with necessary brick work /cement concrete and plastering neatly wherever necessary with necessary scaffolding charges upto 4m height above ground level etc complete complying with standard specification.
53. Supplying PVC specials with working pressure 10 kg / sq cm in water supply arrangements (both in internal and external water supply arrangements).
54. Supplying and fixing in position best quality 50mm PVC pipes of various dia having 6 kg / sq cm pressure BIS mark and providing leak proof joints using PVC adhesives including fixing to the wall with specials PVC / MS clamp, teak wood plugs. Brass screws. etc and making connection to all sanitary fittings , dismantling masonry/ RCC works wherever found necessary and making the good dismantled portion to the original condition , including testing for leakages etc complete complying with standard specifications.PVC pipes should got approved by the engineer incharge before use on works.
55. Supplying and fixing in position PVC specials of the following dia and types of approved quality confirming to BIS and providing leak proof joints fixing to the walls and giving connection to the PVC soil stacks ,dismantling the masonry or RCC works and redoing the dismantled portion to original condition etc, complete complying with the standard specification. The PVC specials should got approved by engineer incharge before use on works.
56. Supply and fixing wash basin of size 500mm x 400mm with fixers bolt - Hostel rooms (only basin) excluding other accessories
57. Dismantling, clearing away and carefully stacking materials useful for re-use for any thickness of walls
58. Brick work in cement mortar 1:5 (one cement and five crushed stone sand), using 2nd class table moulded chamber burnt bricks of size 9" x 4 1/2" x 3" in foundation basement and super structure etc., as directed by the departmental officers etc., complete.
59. Reinforced Cement concrete 1:1 1/2: 3 (one cement ,one and half crushed stone sand , three hard broken stone) using 20 mm gauge H.B.S) for all RCC works

-
- connected to the work excluding centering, shuttering and cost of reinforcement grill but including curing, finishing, vibrating etc., complete and also including fixing fan clamps and fixtures wherever necessary as directed by the departmental officers.
60. Supplying and fabricating and placing in position MS or RTS steel rods for all RCC works including cost of steel and cost of binding wire also.
 61. Providing form work for centering shuttering etc for all RCC works including strutting upto 3.29m in all floors using M.S. sheets of size 90 cm x 60 x 10 g stiffened with mild steel angles of size 25mm x 25 mm x 10g over silveroak country wood joints of size 10 cm x 6.5 cm spaced at about 90 cm centre to centre and supported by casurina props of 10 cm to 13 cm dia spaced at 75cm c/c complying with standard specification and as directed and removing the same after specified period without damaging concrete etc complete.
 62. Supplying and laying of 20mm thick polished granite slab over cement mortar 1:2 (one cement and two crushed stone sand)
 63. Plastering the walls and floors with C.M 1:5 (one cement and five crushed stone sand), 12mm thick using fine river sand including curing and finishing neatly complying with standard specification and as directed by the departmental officers etc., complete
 64. Painting the new walls with two coat of interior emulsion paint of approved quality and colour including preparation of surface and finishing neatly and with one coat of interior primer etc., complete complying with standard specification and as directed by the departmental officers
 65. Paving the floor with best quality Vitrified Tiles of size 600 x 600 x 8mm of approved colour, shade and quality laid in cement mortar 1:3 (one cement and three crushed stone sand) 20mm thick in all floors and the top pointed with the white cement mixed same colour pigments etc., complete complying with standard specification. (The make and brand of the tiles should be got approved by Executive Engineer before use on works)
 66. Supplying and fixing in position 150 x 100mm "P" or "S" stoneware gully trap 'A' grade with CI double gratings of size 150 x 150mm and 230 x 230mm at bottom and top respectively with necessary earth work excavation laid over a bed of brick jelly cement concrete 1:3:6 (One cement, Three crushed stone sand and Six broken brick jelly) 150mm thick using 40mm size broken brick jelly including necessary brick work and plastering including dismantling masonry wherever necessary and re-doing the damaged portions to the original conditions using cement concrete 1:3:6 using 20mm stone jelly for fixing the gully trap and giving connections to stoneware sewer line etc., complete complying with standard specifications. The stoneware gully trap should be got approved by the Executive Engineer before use on works.

67. Providing partition using fibre cement board with the following specification. The frame work using aluminium tuber section of size 50mm x 25 mm x 1.5 mm thick fixing horizontally and vertically in position at interval of 600 mm in both direction fixing 12 mm thick fibre cement board over the aluminium frame work with necessary screws and clamps. The rate inclusive of conveyance to site and labour charges and as directed by the departmental officers. The design pattern and other materials to be used shall be got approved by the Executive engineer concern before use on work etc., complete.
68. FRP door Shutter with FRP door frames made out of FRP Sheets of 3mm thick of overall size 65mm x 50mm with rebate suitably reinforced using MS Angle / Flats, cost of holdfasts and solid core FRP shutter Panel of 5mm thick and hollow core frames of 3m wall thickness for styles and rails etc., of sizes specified by Engineers.
69. Supplying and fixing UPVC (Un-Plasticized Polyvinyl Chloride) Louvered Ventilators of from the profile the size of outer frame 60mm x 58mm and shutter profile size of 60 x 78mm both profiles are reinforced with GI/1mm 125GSM and 100% corrosion free, the profile are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with all over the edges of frame and shutter. The corners and joints should be welded and cleaned. Radiations pin headed glass 4mm thick should be provided in the louvers. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the frames. The ventilator should be got approved from the Executive Engineer before use on work.
70. Supplying and fixing in position white glazed European Water Closet of best quality in wall and approved make with 100 mm "P" or "S" trap connecting with CI pipe of 100mm dia / PVC pipe of 110mm dia, double flapped rigid PVC black seat and seat cover with CP brass hinges including cost of white cement, cement for packing, spun yarn, teak wood plugs, brass screws, etc., including supplying and fixing 10 litres capacity PVC / 12.5 litres capacity porcelin low level flushing tank with a pair of CI brackets, etc., complete with all fittings such as 15mm brass ball valve with polythene float with brass handle, union, coupling connected by means of 40mm white PVC flush hand using Indian adopter joint including all internal fittings, such as 15mm brass connections, 15mm GM wheel valve, 15mm brass nipple (2 Nos.), 15mm nylon connection, TW plugs, screws and also giving necessary connection to the PVC pipe including cost of 600mm length of 110mm diaPVC pipe and painting the CI brackets with 2 coats of approved paint over one coat of red oxide primer, dismantling the masonry and re-doing the dismantled masonry to original condition etc. complete complying with standard specifications. (The EWC and flushing tank with all accessories should be got approved by the Executive Engineer before use on works)

-
71. Supplying and fixing approved best quality brass CP towel rail 600mm long and 20mm dia with brackets of same materials including cost of teak wood plugs and CP screws, etc., complete complying with standard specifications. (The towel rail should be got approved by Executive Engineer before use on works).
 72. Supplying and fixing in position Indian make bevelled edge mirror of approved quality and brand PVC / Fibre Glass framed 600 x 450 x 5.5mm thick mirror, shelf type with hard board backing of approved colour fixed with brass screws, rawl plug, etc., complete complying with standard specification. (The mirror should be got approved by the Executive Engineer before use on works)
 73. Supplying and fixing Wash hand basin of size 500 mm x 400 mm with all accessories such as cast iron brackets, 32 mm dia CP waste coupling ,rubber plug and chain , 32 mm dia B class GI waste pipe , 15 mm dia GM wheel valve , 15 mm dia nylon connection , 15 mm dia brass nipples, 15 mm CP pillar taps etc complete.
 74. Supplying. Laying and jointing PVC pipes (having working pressure 10kg/sq cm) of approved quality and best variety conforming to BIS of the following dia including cutting ,threading and fixing PVC specials using PVC adhesives but excluding cost of such specials and fixing into the wall with teak wood plugs ,PVC clamps and screws making holes on the wall or drilling holes into the roof and making good and dismantled portion to the original condition with necessary brick work /cement concrete and plastering neatly wherever necessary with necessary scaffolding charges upto 4m height above ground level etc complete complying with standard specification.
 75. Supplying PVC specials with working pressure 10 kg / sq cm in water supply arrangements (both in internal and external water supply arrangements).
 76. Supplying and fixing in position best quality PVC pipes of various dia having 6 kg / sq cm pressure BIS mark and providing leak proof joints using PVC adhesives including fixing to the wall with specials PVC / MS clamp, teak wood plugs. Brass screws. etc and making connection to all sanitary fittings , dismantling masonry/ RCC works wherever found necessary and making the good dismantled portion to the original condition , including testing for leakages etc complete complying with standard specifications.PVC pipes should got approved by the engineer incharge before use on works.
 77. Supplying and fixing in position PVC specials of the following dia and types of approved quality confirming to BIS and providing leak proof joints fixing to the walls and giving connection to the PVC soil stacks ,dismantling the masonry or RCC works and redoing the dismantled portion to original condition etc, complete complying with the standard specification. The PVC specials should got approved by engineer incharge before use on works.

78. Supplying and painting the walls with two coats of wall putty as instructed by the departmental officers including preparation of surface curing, etc., complete in all floors complying with standard specifications (The wall putty shall be got approved by the Executive Engineer before use of work).
79. Painting the new walls with two coat of interior emulsion paint of approved quality and colour including preparation of surface and finishing neatly and with one coat of interior primer etc., complete complying with standard specification and as directed by the departmental officers
80. Dadoing walls with best approved quality with printed design colour glazed tiles of size 300 x 450 x 8mm in cement mortar 1:2 (One cement and Two crushed stone sand) 10mm thick and pointing the joints with white cement mixed with colouring pigments at the rate of 0.40 kg/sqm neatly in all floors, curing, etc., complying with standard specification and as directed by the departmental officers
81. Construction of INSPECTION CHAMBER following clear sizes including earth work excavation, CC 1:5:10 of 10 cm thick and brick work in Cement Mortar 1:5 [One cement and Five crushed stone sand] using best quality of second class Table Mould Bricks of size 9" x 4 3/8" x 2 3/4" with Plastering with Cement Mortar 1:3 [One Cement and Three Sand] 12 mm thick to inner and outer sides and wearing coat 1:3:6 [One Cement, Three crushed stone sand and Six coarse aggregate] 15 cm thick and covered with precast slab 5 cm thick etc., complete complying as directed by the departmental officers as per standard specification.
82. Supplying and fixing in position best quality PVC pipes of various dia having 6 kg / sq cm pressure BIS mark and providing leak proof joints using PVC adhesives including fixing to the wall with specials PVC / MS clamp, teak wood plugs. Brass screws. etc and making connection to all sanitary fittings , dismantling masonry/ RCC works wherever found necessary and making the good dismantled portion to th original condition , including testing for leakages etc complete complying with standard specifications.PVC pipes should got approved by the engineer incharge before use on works.
83. Supply and Erecting bio-digester waste disposal unit (FRP) with 1000 litres capacity
84. Providing Road safety appurtenants such as sign boards (mandatory sign boards/ cautionary sign boards - 8 nos, Informatory sign boards-4 nos, studs-50 nos, traffic cones-5 nos, delineators-10 nos, hazard markers- 2 nos, object marker-2 nos, road carpet-15 sqm, median marker-10 nos,road markings and lighting arrangements, etc., required as directed by the departmental officers etc., complete
85. Supplying and fixing of name board (Glow Sign board) of required size designed digital printed on vinyl , UV laminated , mounted on an unbreakable Poly Carbonate sheet fixed on the fabricated, painted MS frame with LED lights as the required numbers directed by the departmental officers., etc., complete.

Bill of Quantities

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
1	Supply and installation of Anutone or equivalent brand of acoustical false ceiling of sisoli serene /slate spirts /slate polka mineral fibre / GRG core ceiling tiles of size 595 x 595 x15 mm having volume density 270 kgs / cum, weight 4 kg / sqm ,which is suspended by using 0.3 mm thick skelettreliis T15 metal grid system.The skelettreliis T15 metal grid system of 600 mm x600 mm module includes skelet WA15 W30 wall angle with unequal flanges of 15 /19 mm ,length 3000 mm ,fixed along the perimeter of walls with the help of nylon sleeves and suitable fasteners at 300 mm centers. Then suspended the skelet MT15 W36 main T with flange width15 mm, height 32 mm and length 3600 mm, from the soffit slab with help of soffit cleat and wire rod with leveling spring clip at 1200 mm centers. Skelet CT15 W12 cross T with flange width 15 mm , height 26 mm and length 1200 mm is interlocked into the pre cut slots in the main T 15 at 600 mm centers in the perpendicular direction to the main T15. Finallyskelet CT15 W06 cross T with flange width 15 mm, height 26 mm and length 600 mm are interlocked into the precut slots in the CT15 W12 cross T in direction parallel to the main T15 to result	731.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	in 600 x 600 mm module. Sisoli serene/slate sprits/slate polka of size 595 x 595 x 15 mm shall be placed into the grid size of 600 x 600 mm. The systems to achieve noise reduction coefficient not less than 0.5 NRC, so as to have an neat appearance as directed by the department offices. The cost includes, cost of material, cost of labour, scaffolding, transportation, conveyance etc , complying to the standard specification.					
2	Providing wall panelling using one side teak wood sheet with melamine polishing with the following specification. The frame work using aluminium tuber section of size 50mm x 25 mm x 2 mm thick fixing horizontally and vertically in position with wall at interval of 600 mm in both direction fixing water proof plywood of 12 mm thick over the aluminium frame work with necessary screws. One side teak wood sheet of 3.5 mm thick will be fixed over the plywood using fevical and finishing with melamine polishing and the rate inclusive of conveyance to site and labour charges and as directed by the departmental officers. The design pattern, water proof ply wood, OST sheet and other materials to be used shall be got approved by the Executive engineer concern before use on work etc., complete.	657.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
3	Providing and fixing of partition with aluminium anodize natural colour matt finish,(1/3 glassed and 2/3 pre laminated partical board) with aluminium box section No.20062,20063 of size 63.50mm x 38.10 mm x 1.28 mm, 1.41 mm @ 0.818 kg/m, vertical members, with necessary clips, etc., are spaced 90cm c/c and horizontal members are spaced @ 1.2m , 2.1 m, and 2.8 m. height from floor level, penals should be covered with 12mm thick pre laminated exterior grade at 2/3 portion of partition and 5.50 mm thick glass covered at 1/3 portion of the partition with necessary aluminium clips of size 19mm x 17.3 mm x .9 mm at 0.124 kg/m and L angles etc.,	44.00	sqm			
4	Providing and fixing of door with aluminium anodized natural colour matt finish, (1/2 glassed and 1 /2 both side laminated partical board). The outer frame shall be with aluminium box section 101.6 x 44.45 x 3.18 mm at 2.319 kg / m and shutter frame made of section vertical top and rail 50 x44.45 x 2.5 mm@ 1.292 kg / m , bottom rail 100 x44.45 x 2.5 mm @ 1.974 kg /m , lock rail 50 x 44.45 x 2.5 mm @1.292 kg / m , aluminium clips 17.15 x17.27 x1.50 mm@0.176 kg /m , aluminium handle 100 x 30 mm @ 0.988 kg /m and necessary accessories such as aluminium clips, rubber beeding, PVC felt,					

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	<p>handle for a length of shutter (both sides)</p> <p>locking arrangements, furniture fittings such as aluminium tower bolts 250 x12 mm - 1 no , aluminium tower bolt 200 x 12 mm = 1 no ,aluminium hydraulic door closer - 1 no,lock - 1 no , door stopper with rubber bush including cost of materials labour charges and power consumption charges required for fabrication including chipping, dismantling and making hole to the required extent in RCC coloumn, beams, masonry with power drill wherever necessary and redoing the damaged portion to the original condition after fixing etc, complete. All the aluminium section are to be anodised with matt finish under electrically controlled conditions in accordance with IS 1868/1962 for an average anatic film thickness of 15 microns etc , complete aluminium sections and furniture fittings shall be got approved by the engineer incharge.</p>	7.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
5	Supplying and fixing colour galvanum sheet roof of 0.47mm thick laid over 4mm ACP sheet and steel tubular box section of 100x50x3mm of 1meter interval including priming coat fixing in position with all necessary accessories complete complying with standard specification and as directed by the departmental officers including 4mm ACP sheet at bottom.	202.00	sqm			
6	Supplying and fixing 25mm stainless steel curtain rods of suitable length and curtains including cost of all materials ,labour chares for fixing in position an all other incidental charges etc complete.	93.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
7	Supplying and fixing sun control film of suitable length and width including cost of all materials ,labour chares for fixing in position an all other incidental charges etc complete.	263.00	sqm			
8	Supplying, Laying and jointing CPVC pipes (SDR-11) of approved quality and best variety conforming to BIS of the following dia including cutting ,threading and fixing CPVC specials using CPVC adhesives but excluding cost of such specials and fixing into the wall with teak wood plugs, PVC clamps and screws making holes on the wall or drilling holes into the roof and making good and dismantled portion to the original condition with necessary brick work /cement concrete and plastering neatly wherever necessary with					

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	necessary scaffolding charges upto 4m height above ground level etc complete complying with standard specification.					
a).	above ground level 25 mm dia CPVC pipe	188.00	m			
b).	20mm CPVC pipe	210.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
9	Supplying CPVC specials (SDR-11) in water supply arrangements (both in internal and external water supply arrangements).					
a).	50mm x 20mm Reducer Tee	3.00	nos			
b).	25mm Ball valve	3.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
c).	25mm Tee	40.00	nos			
d).	25 mm Elbow	12.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
e).	25mm Union	4.00	nos			
f).	20 mm Ball valve	40.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
g).	20mm Elbow	120.00	nos			
h).	20mm Union	40.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
i).	20mm Brass Tee	32.00	nos			
j).	20mm Elbow	64.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
10	Supplying and fixing MS Ladder with 450 mm width using MS Angle of size 50 x 50 x 6 mm size. The rate to include the cost of MS angle , conveyance charges. Labour charges for fabrication and cost for priming coat etc complete as directed by the departmental officer etc complete.	8.00	m			
11	Manufacturing , Supplying and fixing of stainless steel handrails for stair case near wet raiser using 50 mm dia 304 L Grade stainless steel pipe of 1.6 mm thick will be provided with tubular supports made of 304 L Grade stainless steel pipe of dia of 1.6 mm thick welded to the railing. The supports will be grouted into the wall and provided with 93.00 mm thick stainless steel circular base plate of 304 grade. The rate shall included for grouting into concrete with necessary supporting arrangements the hand rail in floor polishing buffing, bonding , cutting , grinding , conveyance, welding charges , electrical charges, etc complete.	72.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
12	Supply, installation ,testing and commissioning of 2.0 TR capacity high wall mounting split type Air Conditioner unit fixed with hermetically sealed compressor suitable for operation on 230 volts50 Hz, AC power supply complete with copper tubes.(Blue star /Voltas/Carrier/Equivalent).	7.00	nos			
13	Supply and installation of 5 KVA capacity Automatic voltage stabilizer with time delay relay.(V-Guard/Equivalent).	7.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
14	Supplying and fixing MS Stand for fixing out door unit	7.00	nos			
15	Supply and laying of 5/8 " and 3/8 " copper pipe extra beyond 3m length	15.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
16	Supply and fixing of 20A Double pole plug and socket in sheet steel enclosure with 1 no 6 A to 32 A DP MCB open on wall and with earth connection (Legrand ,Hager or equivalent)	2.00	nos			
17	Supply and run of 2 of 4.0 sqmmPVC unshethered copper wire of 1100 V grade in suitable PVC rigid pipe open on wall or ceiling with continuous earth connection by 14 SWG T.C Wire.	250.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
18	Supply and fixing of 20A SP MCB in the existing distribution board and with the connections (standard/equivalent)	2.00	nos			
19	Supply and fixing of 16W, ascend design, compact glare free LED Down lighters with integrated electronic driver .(Philips/Equivalent).	52.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
20	Supply and fixing of 30W Modern designed architectural 2'0" x2'0" LED Luminaire with electronic driver suitable for Armstrong/ Grid ceiling (Philips/Equivalent)	83.00	nos			
21	Wiring with 2 x1.5 sq mm (22 /0.3) PVC insulated un sheathed copper conductor of 1100 v grade in suitable PVC rigid pipe opened in wall and ceiling with PVC accessories with wrap around modular switch box with 6A modular flush type switch in flush with wall covered with modular front plate with painting of suitable colour for concealed PVC light / fan point.(for electronic regulator).(5 points/ coil) .Make legrand/ Hager / Craftree/ Equivalent.	102.00	points			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
22	Removing the existing 48" sweep ceiling fan on a ceiling and fixing the same into another location with suitable down rod including Fan hook and with connections.	52.00	points			
23	Removing the existing light fittings and refixing the same into another locations with rigid chain or conduit pipe suspension with T.W round block from the ceiling with PVC unsheathed copper leads from terminal to the fitting with connections.	43.00	points			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
24	Supply and fixing of 2 nos 6/16 A socket with 2 nos 16 A switch in suitable surface plastic box open on wall and top covered with combined plates and with connections (Anchors / roma or equivalent).	32.00	nos			
25	Supply and fixing of 3 nos of 6A 5 pin universal socket with 3 nos 6A switch in suitable surface plastic box open on wall and top covered with combined plates and with connections (Anchors / roma or equivalent).	34.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
26	Supply and fixing of 63 A F.P MCB in suitable sheet steel enclosure open on wall and with connections (standard /Havels or equivalent).	6.00	nos			
27	Supply and fixing of 6A to 32 A .D.P MCB in a suitable sheet steel enclosure open on wall and with connections. (Standard/Havels or equivalent).	5.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
28	Supply and fixing of 12 ways single phase MCB DB sheet steel enclosures for flush/surface mounting with bus bar neutral link without MCBS with 1 no 40 A .D.P Isolator as incoming and 12 nos 6A to 32A .S.P.M.C.B as out goings on wall and with earth connections (standard or equivalent).	4.00	nos			
29	Supply and fixing of 8 ways single phase MCB DB sheet steel enclosures for flush/surface mounting with bus bar neutral link without MCBS with 1 no 40 A .D.P Isolator as incoming and 8 nos 6A to 32A .S.P.M.C.B as out goings on wall and with earth connections (standard or equivalent).	1.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
30	Supply and run of 2 of 2.5 sqmmPVC unsheathed copper wire of 1100 V grade in suitable PVC rigid pipe open on wall or ceiling with continuous earth connection by 14 SWG T.C wire	600.00	m			
31	Supply and run of 4 of 10 sqmm PVC unsheathed copper wire of 1100 V grade in suitable PVC rigid pipe open on wall or ceiling with continuous earth connection by 14 SWG T.C wire	100.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
32	Supply and fixing ACP name plate of size 18 " x 4 " with engraving of numbers on it including labour charges for fitting on the door frame and all other incidental charges etc complete.	80.00	nos			
33	Supply and fixing ACP number plate 5" dia with engraving of numbers on it including labour charges for fitting on the door and all other incidental charges etc complete	66.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
34	Supply and Erection charges for R60-105-1229 / Model No.AVANI Analogue Addressable FACP "Black - UL Listed (Make: Ravel or equivalent)	2.00	nos			
35	Supply and Erection charges for LOOP CARD R50-141-5253 / RE-AVANI-LC-R1.0, ST" Supply of loop card which will have 254 devices of both detectors and modules in a single line circuit, SLC supports both Class A and Class B wiring approval: UL Listed	2.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
36	Supply and Erection charges of Addressable smoke detector with base with binary coded address setting. Dual LED for 360° visibility. Sleek low - profile housing design. Regular 100mm base. IP Rating:IP-42. Approval: UL Listed.	219.00	nos			
37	Supply and Erection charges for Addressable multi sensor - Heat cum smoke detector with base with binary coded address setting. Dual LED for 360° visibility. Sleek low-profile housing design. Regular 100mm base. IP rating: IP 42. Approval: UL Listed.	10.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
38	Supply and Erection charges for R60-134-1303 / Model No.RE-717M Addressable Manual Call Resettable type (Make: Ravel or equivalent). Supply of Addressable Manual Call Point resettable type - with back box with binary coded address setting with status LED for 360° visibility - IP:50 Rating	12.00	nos			
39	Supply and Erection charges for R60-054-1118 / Model No.RE-24CS conventional wall mounted sounder.100 dBA@1m +/- 5%. (Make: Ravel or equivalent)	19.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
40	Supply and Erection charges for new 12 volts 10 amps Battery for fire alarm Control Panel	4.00	nos			
41	Supply and laying of FRLS PVC insulated 2 core 1.5 sq. mm Armoured copper cable in suitable PVC rigid pipe open on ceiling / wall using fixing accessories like screws ,plug , clamps , etc., as per standard methods and as directed by the departmental officers.	5250.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
42	Testing and addressing charges	1.00	no			
43	Supplying, installing, Testing and commissioning of free standing floor mounting type Automatic mains failure (AMF) control panel with bypass arrangement suitable for 250 KVA silent type DG set fabricated out of 2mm thick CRCA sheet, 300A 4 strip copper busbar, DMC/SMC bus bar supports, bottom base channel of MS section not less than 100mm x 50mm x 5mm thick, common copper earth bar of size 25mm x 5mm at the rear with 2 nos earth stud, solid connections from main bus bar to switch gears with required size of copper bus bars and control wiring with 2.5 sq.mm PVC insulated copper conductor single core cable, cable alleys, cable gland plates in two half, i/c providing following switch gears and as required.					

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	(a). 250 Amps four pole Moulded Case Circuit Breaker (MCCB) having breaking capacity 35 KA (Ics=Icu) for Incomer & Outgoings - 4 Nos (b). 250 Amps ATS type Auto Transfer Switch - 2 Nos. (c). 400 Amps MCCB for DG incomer - 1 No. (d). 32 Amps TPN MCB for Battery charger - 1 No. (e). Micro Processor control based AMF and Engine Control function unit for Emergency and standby power supply system (As per OEM) - 1 No. (f). Combined digital multi function meter to measure Voltage / Ampere / Frequency / KWH / KW/Power Factor / KVA with selector switch for selecting main supply / alternator supply along with 15 VA CI 1.0 CTs - 1 set. (g). Indicating lamps (LED type) for mains ON, DG ON, Load on DG, Load on mains. (h). Battery Charger: SMPS based unit with inbuilt Auto / Manual, current adjustment & Float / Boost facility with DC Voltmeter & Ammeter	1.00	set			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
44	Supplying, installing, Testing and commissioning of free standing floor mounting type Automatic mains failure (AMF) control panel with bypass arrangement suitable for 250 KVA silent type DG set fabricated out of 2mm thick CRCA sheet, strip copper busbar, DMC/SMC bus bar supports, bottom base channel of MS section not less than 100mm x 50mm x 5mm thick, common copper earth bar of size 25mm x 5mm at the rear with 2 nos earth stud, solid connections from main bus bar to switch gears with required size of copper bus bars and control wiring with 2.5 sq.mm PVC insulated copper conductor single core cable, cable alleys, cable gland plates in two half, i/c providing following switch gears and as required.					

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	(a). 250 Amps four pole Moulded Case Circuit Breaker (MCCB) having breaking capacity 35 KA (Ics=Icu) for Incomer & Outgoings - 3 Nos (b). 250 Amps ATS type Auto Transfer Switch - 1 No. (c). Multipurpose meter (d). 32 Amps TPN MCB for Battery charger - 1 No. (e). Micro Processor control based AMF and Engine Control function unit for Emergency and standby power supply system (As per OEM) - 1 No. (f). Combined digital multi function meter to measure Voltage / Ampere / Frequency / KWH / KW/Power Factor / KVA with selector switch for selecting main supply / alternator supply along with 15 VA CI 1.0 CTs - 1 set. (g). Indicating lamps (LED type) for mains ON, DG ON, Load on DG, Load on mains. (h). Battery Charger: SMPS based unit with inbuilt Auto / Manual, current adjustment & Float / Boost facility with DC Voltmeter & Ammeter	1.00	set			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
45	Supply of teak wood dining chair with cushion seat and back with reaper back finish.	40.00	nos			
46	Supply of teak wood plain table made out of 18mm commercial plywood and 1 mm laminated sheet finish with all round teak wood beading fixing and plywood area good polish finish of size 3'0" x2' 0" x2' 6"	40.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
47	Supply of wooden wardrobe made out of 18mm commercial plywood with front openable shutters and inner shelves arrangement and laminated finish and all round teak wood design beading fixing of size 5'0" x 3'0" x 1' 6"	40.00	nos			
48	Supply and installation of desktop computer with i7 9700 processor, 8 GB RAM, 1TB HDD, 4 GB Graphics card, DVD writer, keyboard, optical mouse, windows 10, 19.5" monitor Make :Lenova / Eq , Model No: 11BGSOOKOO	2.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
49	Supply of installation of A4 Laser printer model BP 6230dn ,print technology lazer, minimum speed per minute in A4 Size 25 PPM ,1200X1200Dpi print resolution, media size ;letter, legal executive, envelop, duplexing feature availability, utility cycle of 8000 pages, Wi-Fi compatibility, tray capacity of 250 sheets, toner yield of 1500 pages and above an linux and window compatibility Make: Canon/Eq. Model:6230	1.00	no			
50	Supply of installation of HD Video camera with tripod which includes Sony PXW -Z 190 4 K - 3 -COMS-1/3 " sensor XD CAM camcoder, three 1/3 " exmor R COMS Sensors 4K -60 P recording SD flash memory type. Integrated 25 X sonyG optical zoom , digital zoom 2 ,screen size -3.5 inches , maximum resolution 8.36 mega pixels, maximum shutter speed 1/8000 seconds, minimum shutter speed 1/24 sec ,minimum focal length 1 millimeter , dimension 4.19 x 19.1 x 20.3 cm. visible screen diameter 6"/9 cm . (Make : sony /equivalent). Model No.PXW-Z190	1.00	no			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
51	Supply of DSLR Camera which includes 24.2 mega pixel , CMOS image sensor , DIGIC 6 image processor ,image sensor aspect ratio 3 : 2 TFT colour liquid -crystal monitor ,7 levels of manual brightness adjustments ,ISO sensitivity auto ISO 100 -ISO 12800 ,19 Cross - type AF for focusing , approximate magnification 0.88 x ,WiFi and NFC supported, rechargeable lithium- ion battery LP -E17 with 1040 mAh capacity, compatible battery charger. (make-Sony), Model-6100L/Eq.	1.00	no			
52	Supplying, Laying and jointing 20mm PVC pipes above ground level (having working pressure 10kg/sq cm) of approved quality and best variety conforming to BIS of the following dia including cutting ,threading and fixing PVC specials using PVC adhesives but excluding cost of such specials and fixing into the wall with teak wood plugs ,PVC clamps and screws making holes on the wall or drilling holes into the roof and making good and dismantled portion to the original condition with necessary brick work /cement concrete and plastering neatly wherever necessary with necessary scaffolding charges	64.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	upto 4m height above ground level etc complete complying with standard specification.					
53	Supplying PVC specials with working pressure 10 kg / sq cm in water supply arrangements (both in internal and external water supply arrangements).					
a).	20mm PVC Elbow	32.00	nos			
b).	20mm PVC Tee	32.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
54	Supplying and fixing in position best quality 50mm PVC pipes of various dia having 6 kg / sq cm pressure BIS mark and providing leak proof joints using PVC adhesives including fixing to the wall with specials PVC / MS clamp, teak wood plugs. Brass screws. etc and making connection to all sanitary fittings , dismantling masonry/ RCC works wherever found necessary and making the good dismantled portion to the original condition , including testing for leakages etc complete complying with standard specifications.PVC pipes should got approved by the engineer incharge before use on works.	128.00	m			
55	Supplying and fixing in position PVC specials of the following dia and types of approved quality confirming to BIS and providing leak proof joints fixing to the walls and giving connection to the PVC soil stacks ,dismantling the masonry or RCC works and redoing the dismantled portion to original condition etc, complete complying with the standard specification. The PVC specials should got approved by engineer incharge before use on works.					

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
a).	50mm PVC Elbow	64.00	nos			
b).	50mm PVC Tee	32.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
56	Supply and fixing wash basin of size 500mm x 400mm with fixers bolt - Hostel rooms (only basin) excluding other accessories	35.00	nos			
57	Dismantling, clearing away and carefully stacking materials useful for re-use for any thickness of walls					
a).	Brick / stone masonry in cement mortar walls under 3m height	4.50	cum			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
b).	Dismantling RCC	1.00	cum			
c).	Removal of cut stone slabs / RCC cover slabs	13.50	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
58	Brick work in cement mortar 1:5 (one cement and five crushed stone sand) using 2nd class table moulded chamber burnt bricks of size 9" x 4 1/2" x 3" in foundation basement and super structure etc., as directed by the departmental officers etc., complete.	3.00	cum			
59	Reinforced Cement concrete 1: 1 1/2 : 3 (one cement ,one and half crushed stone sand , three hard broken stone) using 20 mm gauge H.B.S) for all RCC works connected to the work excluding centering, shuttering and cost of reinforcement grill but including curing, finishing, vibrating etc., complete and also including fixing fan clamps and fixtures wherever necessary as directed by the departmental officers.	1.50	cum			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
60	Supplying and fabricating and placing in position MS or RTS steel rods for all RCC works including cost of steel and cost of binding wire also.	225.00	kg			
61	Providing form work for centering shuttering etc for all RCC works including strutting upto 3.29m in all floors using M.S. sheets of size 90 cm x60 x10 g stiffened with mild steel angles of size 25mm x25 mm x 10g over silver oak country wood joints of size10 cm x 6.5 cm spaced at about 90 cm centre to centre and supported by casurina props of 10 cm to 13 cm dia spaced at 75cm c/c complying with standard specification and as directed and removing the same after specified period without damaging concrete etc complete	28.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
62	Supplying and laying of 20mm thick polished granite slab over cement mortar 1:2 (one cement and two crushed stone sand)	21.00	sqm			
63	Plastering the walls and floors with C.M 1:5 (one cement and five crushed stone sand), 12mm thick using fine river sand including curing and finishing neatly complying with standard specification and as directed by the departmental officers etc., complete	103.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
64	Painting the new walls with two coat of interior emulsion paint of approved quality and colour including preparation of surface and finishing neatly and with one coat of interior primer etc., complete complying with standard specification and as directed by the departmental officers	36.00	sqm			
65	Paving the floor with best quality Vitrified Tiles of size 600 x 600 x 8mm of approved colour, shade and quality laid in cement mortar 1:3 (one cement and three crushed stone sand) 20mm thick in all floors and the top pointed with the white cement mixed same colour pigments etc., complete complying with standard specification. (The make and brand of the tiles should be got approved by Executive Engineer before use on works)	17.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
66	Supplying and fixing in position 150 x 100mm "P" or "S" stoneware gully trap 'A' grade with CI double gratings of size 150 x 150mm and 230 x 230mm at bottom and top respectively with necessary earth work excavation laid over a bed of brick jelly cement concrete 1:3:6 (One cement, Three crushed stone sand and Six broken brick jelly) 150mm thick using 40mm size broken brick jelly including necessary brick work and plastering including dismantling masonry wherever necessary and re-doing the damaged portions to the original conditions using cement concrete 1:3:6 using 20mm stone jelly for fixing the gully trap and giving connections to stoneware sewer line etc., complete complying with standard specifications. The stoneware gully trap should be got approved by the Executive Engineer before use on works.	16.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
67	Providing partition using fibre cement board with the following specification. The frame work using aluminium tuber section of size 50mm x 25 mm x 1.5 mm thick fixing horizontally and vertically in position at interval of 600 mm in both direction fixing 12 mm thick fibre cement board over the aluminium frame work with necessary screws and clamps. The rate inclusive of conveyance to site and labour charges and as directed by the departmental officers. The design pattern and other materials to be used shall be got approved by the Executive engineer concern before use on work etc., complete.	30.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
68	FRP door Shutter with FRP door frames made out of FRP Sheets of 3mm thick of overall size 65mm x 50mm with rebate suitably reinforced using MS Angle / Flats, cost of holdfasts and solid core FRP shutter Panel of 5mm thick and hollow core frames of 3m wall thickness for styles and rails etc., of sizes specified by Engineers.	9.00	sqm			
69	Supplying and fixing UPVC (Un-Plasticized Polyvinyl Chloride) Louvered Ventilators of from the profile the size of outer frame 60mm x 58mm and shutter profile size of 60 x 78mm both profiles are reinforced with GI/1mm 125GSM and 100% corrosion free, the profile are multi chambered sections with wall thick of 2mm. The EPDM rubber (black colour) covered with all over the edges of frame and shutter. The corners and joints should be welded and cleaned. Radiations pin headed glass 4mm thick should be provided in the louvers. The window should be fixed to the wall with 100% packing with screws and silicon packing all round the	1.50	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	frames. The ventilator should be got approved from the Executive Engineer before use on work					
70	Supplying and fixing in position white glazed European Water Closet of best quality in wall and approved make with 100 mm "P" or "S" trap connecting with CI pipe of 100mm dia / PVC pipe of 110mm dia, double flapped rigid PVC black seat and seat cover with CP brass hinges including cost of white cement, cement for packing, spun yarn, teak wood plugs, brass screws, etc., including supplying and fixing 10 litres capacity PVC / 12.5 litres capacity porcelin low level flushing tank with a pair of CI brackets, etc., complete with all fittings such as 15mm brass ball valve with polythene float with brass handle, union, coupling connected by means of 40mm white PVC flush hand using Indian adopter joint including all internal fittings, such as 15mm brass connections, 15mm GM wheel valve, 15mm brass nipple (2 Nos.), 15mm nylon connection, TW plugs, screws and also giving necessary connection to the PVC pipe including cost of 600mm length of 110mm dia PVC pipe and painting the CI brackets with 2 coats of approved paint over one coat of red oxide primer, dismantling the masonry and re-doing the dismantled masonry to original condition etc. complete complying with	3.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	standard specifications. (The EWC and flushing tank with all accessories should be got approved by the Executive Engineer before use on works)					
71	Supplying and fixing approved best quality brass CP towel rail 600mm long and 20mm dia with brackets of same materials including cost of teak wood plugs and CP screws, etc., complete complying with standard specifications. (The tower rail should be got approved by Executive Engineer before use on works).	3.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
72	Supplying and fixing in position Indian make bevelled edge mirror of approved quality and brand PVC / Fibre Glass framed 600 x 450 x 5.5mm thick mirror, shelf type with hard board backing of approved colour fixed with brass screws, rawl plug, etc., complete complying with standard specification. (The mirror should be got approved by the Executive Engineer before use on woks)	3.00	nos			
73	Supplying and fixing Wash hand basin of size 500 mm x 400 mm with all accessories such as cast iron brackets, 32 mm dia CP waste coupling ,rubber plug and chain , 32 mm dia B class GI waste pipe , 15 mm dia GM wheel valve , 15 mm dia nylon connection , 15 mm dia brass nipples, 15 mm CP pillar taps etc complete.	3.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
74	Supplying, Laying and jointing PVC pipes (having working pressure 10kg/sq cm) of approved quality and best variety conforming to BIS of the following dia including cutting ,threading and fixing PVC specials using PVC adhesives but excluding cost of such specials and fixing into the wall with teak wood plugs ,PVC clamps and screws making holes on the wall or drilling holes into the roof and making good and dismantled portion to the original condition with necessary brick work /cement concrete and plastering neatly wherever necessary with necessary scaffolding charges upto 4m height above ground level etc complete complying with standard specification.					
a).	above ground level 25 mm dia PVC pipe	95.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
b).	above ground level 20 mm dia PVC pipe	38.00	m			
75	Supplying PVC specials with working pressure 10 kg / sq cm in water supply arrangements (both in internal and external water supply arrangements).					
a).	25 mm Coupler	30.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
b).	25 mm Elbow	16.00	nos			
c).	25 mm Bend	8.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
d).	25 mm Tee	16.00	nos			
e).	Reducer Tee 25mm-20 mm	10.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
f).	25 mm Union	8.00	nos			
g).	50 mm Union	3.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
h).	Reducer Tee 50mm -40 mm	3.00	nos			
i).	Hex nipple 40 mm	3.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
j).	20mm Brass Tee	10.00	nos			
k).	20mm Elbow	10.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
76	Supplying and fixing in position best quality PVC pipes of various dia having 6 kg / sq cm pressure BIS mark and providing leak proof joints using PVC adhesives including fixing to the wall with specials PVC / MS clamp, teak wood plugs. Brass screws. etc and making connection to all sanitary fittings , dismantling masonry/ RCC works wherever found necessary and making the good dismantled portion to the original condition , including testing for leakages etc complete complying with standard specifications.PVC pipes should got approved by the engineer incharge before use on works.					
a).	75 mm PVC pipe	20.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
b).	50mm PVC pipe	48.00	m			
77	Supplying and fixing in position PVC specials of the following dia and types of approved quality confirming to BIS and providing leak proof joints fixing to the walls and giving connection to the PVC soil stacks ,dismantling the masonry or RCC works and redoing the dismantled portion to original condition etc, complete complying with the standard specification. The PVC specials should got approved by engineer incharge before use on works.					

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	For wash basin disposal					
a).	75 mm PVC Elbow	18.00	nos			
b).	75 mm PVC Tee	2.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	For 50mm waste pipe					
c).	50mm PVC Elbow	100.00	nos			
d).	50mm Tee	25.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	For 110mm waste pipe					
e).	PVC Tee	5.00	nos			
f).	PVC Cowl	5.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
g).	Bend	5.00	nos			
h).	"Y"	5.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
78	Supplying and painting the walls with two coats of wall putty as instructed by the departmental officers including preparation of surface curing, etc., complete in all floors complying with standard specifications (The wall putty shall be got approved by the Executive Engineer before use of work).	45.00	sqm			
79	Painting the new walls with two coat of interior emulsion paint of approved quality and colour including preparation of surface and finishing neatly and with one coat of interior primer etc., complete complying with standard specification and as directed by the departmental officers	45.00	sqm			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
80	Dadoing walls with best approved quality with printed design colour glazed tiles of size 300 x 450 x 8mm in cement mortar 1:2 (One cement and Two crushed stone sand) 10mm thick and pointing the joints with white cement mixed with colouring pigments at the rate of 0.40 kg/sqm neatly in all floors, curing, etc., complying with standard specification and as directed by the departmental officers	120.00	sqm			
81	Construction of INSPECTION CHAMBER following clear sizes including earth work excavation, CC 1:5:10 (one cement, five crushed stone sand and ten coarse aggregate) of 10 cm thick and brick work in Cement Mortar 1:5 [One cement and Five crushed stone sand] using best quality of second class Table Mould Bricks of size 9" x 4 3/8" x 2 3/4" with Plastering with Cement Mortar 1:3 [One Cement and Three crushed stone Sand] 12 mm thick to inner and outer sides and wearing coat 1:3:6 [One Cement, Three crushed stone Sand and Six coarse Aggregate] 15 cm thick and covered with precast slab 5 cm thick etc., complete complying as directed	6.00	nos			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
	by the departmental officers as per standard specification.					
82	Supplying and fixing in position best quality PVC pipes of various dia having 6 kg / sq cm pressure BIS mark and providing leak proof joints using PVC adhesives including fixing to the wall with specials PVC / MS clamp, teak wood plugs. Brass screws. etc and making connection to all sanitary fittings , dismantling masonry/ RCC works wherever found necessary and making the good dismantled portion to the original condition , including testing for leakages etc complete complying with standard specifications.PVC pipes should got approved by the engineer incharge before use on works.					
a).	160mm dia	50.00	m			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
b).	110mm dia	57.00	m			
83	Supply and Erecting bio-digester waste disposal unit (FRP) with 1000 litres capacity	2.00	units			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
84	Providing Road safety appurtenants such as sign boards (mandatory sign boards/ cautionary sign boards -8 nos, Informatory sign boards-4 nos, studs-50 nos, traffic cones-5 nos, delineators-10 nos, hazard markers-2 nos, object marker-2 nos, road carpet – 15 sqm, median marker-10 nos, road markings and lighting arrangements, etc., required as directed by the departmental officers etc., complete.	1.00	units			

S. No.	Description of items	Qty	Unit	Rate (Rs.)		Amount (Rs) ¹³
				In Figures	In words ¹²	
85	Supplying and fixing of name board (Glow Sign board) of required size designed digital printed on vinyl , UV laminated , mounted on an unbreakable Poly Carbonate sheet fixed on the fabricated, painted MS frame with LED lights as the required numbers directed by the departmental officers., etc., complete.	5.50	sqm			
Total Bid Price (Rs. in figures)						
Total Bid Price (Rs. in words)						

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 14.2 and GCC Clause 41.3)
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 31).
4. Where there is a discrepancy between the rate in figures and words, the rates in words will govern (refer: ITB Clause 31).

Drawings – NOT APPLICABLE

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) Not used.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) Not used.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the

Contractor.

- (p) The Defects Liability Period is the period named in the PCC pursuant to Sub-Clause 34.3 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, as **specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative

reports about the surface and subsurface conditions at the Site.

- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid & Priced Bill of Quantities,
 - (d) Particular Conditions of Contract,

	<ul style="list-style-type: none"> (e) General Conditions of Contract including Appendices, (f) Specifications, (g) Drawings, (h) Joint Venture Agreement [where applicable], and (i) any other document listed in the PCC as forming part of the Contract.
3. Language and Law	<p>3.1 The language of the Contract and the law governing the Contract are stated in the PCC.</p> <p>Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to these General Conditions of Contract.</p> <p>3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when</p> <ul style="list-style-type: none"> (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
4. Project Manager's Decisions	<p>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.</p> <p>However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.</p>
5. Delegation	<p>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.</p>
6. Communications	<p>6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice</p>

shall be effective only when it is delivered. All oral instructions shall be confirmed in writing in seven working days.

- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager upto a ceiling **specified in PCC**, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 7.2 The Project Manager should satisfy himself before recommending to the Employer whether:
- a) the circumstances warrant such sub-contracting; and,
 - b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.
- 7.3 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor's liability or obligations under the contract.
- 7.4 The Contractor shall not be required to obtain any consent from the Employer for:
- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract;
 - (b) the provision for labour, or labour component, and,
 - (c) the purchase of materials which are in accordance with the standards specified in the contract.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished 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.

2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] in any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

3. Assignment of the contract may be acceptable only under exceptional

circumstances such as insolvencies/liquidation or merger of companies etc.)

**8. Other
Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid and **referred to in the PCC**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his work force, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above
- 9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.
- 9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor²⁴.
- 9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager

²⁴Based on Government Directives.

	may require.
Compliance with Labour Regulations	<p>9.7 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental and Social (ES) Performance Security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p> <p>9.8 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.</p> <p>9.9 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.</p>
10. Employer's and Contractor's Risks	<p>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.</p>
11. Employer's Risks	<p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the

purpose of the Works, which is the unavoidable result of the Works or

- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works including protection of environment, and assurance of public health and safety

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.

15.2.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his methods of operation.

- 15.2.2 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.
- 16 The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17 Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18 Safety**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19 Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20 Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21 Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22 Instructions, Inspections and Audits	<p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3 The Contractor shall permit and shall cause its Subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
23 Appointment of the Adjudicator	<p>23.1 The Adjudicator named in PCC shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>23.1.1 The Adjudicator should be in position before "notice to proceed with work" is issued to the Contractor and an agreement should be signed with the Adjudicator jointly by the Employer and the Contractor in the form attached – Appendix 3.</p> <p>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</p>

Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24 Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid daily at the rate **specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor. Whatever decision is reached by the Adjudicator, either party may refer that decision to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the places **specified in the PCC**.

The Arbitrator(s) shall give a decision in writing within 120 days of start of the proceedings unless otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

25. Corrupt And Fraudulent Practices

- 25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information shall be disclosed as and when such payments are made or agreed to, and compliance with the disclosure requirement shall be furnished, while submitting each monthly statement for payments; such disclosure must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

- | | |
|--|--|
| 26. Program | <p>26.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program showing the general methods, arrangements, order, and timing for all the activities in the Works alongwith monthly cash flow forecasts.</p> <p>26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.</p> <p>26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p> |
| 27. Extension of the Intended Completion Date | <p>27.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date/milestones within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date/milestones.</p> |
| 28. Acceleration | <p>28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain</p> |

priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

- 28.2 If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**29. Delays
Ordered by the
Project Manager**

- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**30. Management
Meetings**

- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. (Which will be held at the place **indicated in PCC**. The periodicity to be fixed by Project Manager / Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 26.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Quality Assurance

- 32.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager.
- 32.2 Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract.

33. Tests

- 33.1 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.
- 33.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Identifying and Correction of Defects

- 34.1. The Project Manager shall check the Contractor's work and notify the Contractor of any defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 34.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Project Manager's responsibility as defined in the Contract Agreement
- 34.3 The Project Manager shall give notice to the Contractor of any Defects [specifying a time limit by which it should be corrected] before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.4 Every time notice of a Defect is given, the Contractor shall

correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected and the Contractor shall pay this amount.

Note: 1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.

2. Where the failure to correct a particular defect within the specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 57.2(e).

D. Cost Control

36. Contract Price

- 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.
- (b) If the quantity of work executed is less than the quantity of the item in BOQ and is less than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed.
- 37.2. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 37.3 If requested by the Project Manager, the Contractor shall

	provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
38. Variations	<p>38.1 All Variations shall be included in updated Programs, produced by the Contractor.</p> <p>38.2 The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.</p> <p>38.4 If the Contractor's quotation is unreasonable, [<i>or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC38.2</i>] 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</p> <p>38.5 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>
39. Cash Flow Forecasts	<p>39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall be in Indian Rupees.</p>
40. Payment Certificates	<p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the</p>

cumulative amount certified previously alongwith details of measurement of the quantity of works executed in a tabular form approved by the Project Manager.

- 40.2 The Project Manager shall check the details given in the Contractor's monthly statement and within 14 days certify the amounts to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 49.4 [*Secured Advance*]
- 40.3 The value of work executed shall be determined by the Project Manager after due check and measurement of the quantities claimed as executed by the contractor
- 40.4 The value of work executed shall comprise of the value of the quantities of work in the Bill of Quantities that have been completed;
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at the rate **stated in the PCC**.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated at the rate stated in GCC 41.1 above, from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Items of the Works for which no rate or price has been entered

in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would

prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

43. Tax

43.1 The rates quoted by the Contractor shall be deemed to be inclusive of the VAT, Sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.

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

44. Currencies

44.1 All payments shall be made in Indian Rupees.

45. Price Adjustment

45.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is **included in the PCC** which indicates the coefficients of various inputs and the sources of indices for various schedules of BOQ. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment.

(a) The price adjustment according to sub para (d) below,

shall apply for the work done from the start date given in the PCC upto the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.

- (b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract.
- (c) The total value (R) of the work done during the specified period[GCC 40.1]shall be as under:

$$R = \text{SUM } (R_{S1} + R_{S2} + R_{S3} + \dots R_{Sn}),$$

Where,

‘ R_{sn} ’ is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in PCC during the specified period, and represented as under:

$R_{sn} = (V_{sn} + S_{sn})$ minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on terms mutually agreed between the Project Manager and the Contractor)

where,

V_{sn} is the total value of work done during the specified period for the respective schedule of BOQ, and

S_{sn} is the secured advance paid during the specified period for the respective schedule of BOQ,

- (d) The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate schedule of BOQ and certified in Payment Certificates, shall be determined from formulae which shall be of the following general type:

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

where,

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

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

“ b ”, “ c ”, “ d ”,... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ L_n ” [*Labour*], “ E_n ” [*Equipment*], “ M_n ” [*Material*], are the current cost indices or reference prices for period “ n ”, each of which is applicable to the relevant tabulated cost element [*Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others*] on the date, specified in the Table-2 of Adjustment Data, prior to the last day of the period (to which the particular Payment Certificate relates); and

“ L_o ”, “ E_o ”, “ M_o ”, are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

- (e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the deadline for the submission of bids.
- (f) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:
 - (i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or
 - (ii) the current index or price applicable for the period in question whichever is more favourable to the Employer.
- (g) The weightings (coefficients) for each of the factors of

cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

- (h) Unless otherwise **stated in the PCC**, the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

- 45.2 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.

46. Retention

- 46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works
- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

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

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the Contractor's other obligations and liabilities under the contract.

- 47.2 If the Intended Completion Date including milestones is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

- 48.1 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.

49. Advance Payment

- 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts in Indian Rupees equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively (*each instalment not less than Rs. 500,000*) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Liquidated Damages.
- 49.4 The Project Manager shall make advance payment in respect of

Secured Advances		materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the PCC .
-------------------------	--	---

50. Securities	50.1	The Performance Security 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 Nationalized or Schedule bank in India. The Bank Guarantee for Performance Security including additional security for unbalanced bids shall be valid until a date 28days from the date of issue of the Certificate of Completion.
-----------------------	------	---

51. Day works	51.1	Not used.
----------------------	------	-----------

52. Cost of Repairs	52.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
----------------------------	------	--

E. Finishing the Contract

53. Completion	53.1	The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
-----------------------	------	---

54. Taking Over	54.1	The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
------------------------	------	---

55. Final Account	55.1	The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor's revised account.
--------------------------	------	---

56. Operating and Maintenance Manuals	56.1	If "as built" Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates
--	------	--

stated in the PCC.

- 56.2 If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

-
- (i) The contractor has contravened Clauses 7 and 9 of GCC.
 - (j) The contractor does not adhere to the agreed construction program, agreed ES-MSIP [Clause 26 of GCC] and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.
 - (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.
 - (l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

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

58.Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received upto the date of the issue of the certificate less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law, and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed

solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received upto the date of the certificate less other recoveries due in terms of the contract and less taxes due to be deducted at source [TDS] as per applicable law.

- | | | |
|---|------|--|
| 59.Property | 59.1 | All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default. |
| 60.Release from Performance | 60.1 | If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made. |
| 61.Suspension of Bank Loan or Credit | 61.1 | <p>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:</p> <p>(a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.</p> <p>(b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.</p> |

APPENDIX A TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(Text in this Appendix shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.²⁵ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²⁶
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²⁷
 - (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;²⁸
 - (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;²⁹
 - (v) “obstructive practice” is

²⁵ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²⁶ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

²⁷ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

²⁸ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

²⁹ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,³⁰ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated³¹;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

³⁰ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

³¹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

APPENDIX B

Environmental and Social (ES)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The metrics that are required should be determined by the ES risks and impacts of the Works and not necessarily by the size of the Contract]

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 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) 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 bowzers, 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 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

i. v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment,

continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX. Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank
GCC 1.1 (r)	<p>The Employer is Joint Director, Training Centre, No.76, Sardar Patel Road, Guindy, Chennai-25.</p> <p>Name of authorized representative : The Deputy Director, Training Centre, No.76, Sardar Patel Road, Guindy, Chennai-25</p>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be within Six months.
GCC 1.1 (y)	The Deputy Director, Training Centre.
GCC 1.1 (aa)	The Site is located at Highways Research Station campus, Guindy, Chennai-25.
GCC 1.1 (dd)	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor.
GCC 1.1 (hh)	The Works consist of providing wall panelling, false ceiling, Air conditioning and its allied works, sun shades, etc.,
GCC 1.1 (ii)	<p>The following is added as GCC 1.1. (ii)</p> <p>“ES” means environmental and social (including sexual exploitation and assault (SEA)).</p>
GCC 1.1 (jj)	<p>The following is added as GCC 1.1. (jj)</p> <p>“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</p>

	be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
GCC 2.2	Sectional Completions – NOT APPLICABLE
GCC 2.3(i)	The following documents also form part of the Contract - None
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the laws of Union of India.
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 7.1	The ceiling for sub-contractor is 25% [<i>This is in addition to what was stated in bid and incorporated in contract agreement.</i>]. Hiding information about any sub-contracting not authorized by the Employer shall be treated as violation of Appendix A to General Conditions (Fraud and Corruption).
GCC 8.1	Schedule of other contractors: - NOT APPLICABLE
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>
GCC 9.2	The following is inserted as GCC 9.2 (e), (f), and (g):

	<p>“(e)based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;</p> <p>(f) has been recruited from the Employer’s Personnel without due clearance;</p> <p>(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 documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor’s Personnel. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.”</p>																
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> <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>Equal to contract price</td><td rowspan="3"></td></tr> <tr> <td>(ii)</td><td>Loss or damage to Construction Equipment</td><td>Rs.10 lakhs</td></tr> <tr> <td>(iii)</td><td>Other Property</td><td>Rs.5 lakhs</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	Equal to contract price		(ii)	Loss or damage to Construction Equipment	Rs.10 lakhs	(iii)	Other Property	Rs.5 lakhs
S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance														
(i)	Works and Plant and Materials which are incorporated in works	Equal to contract price															
(ii)	Loss or damage to Construction Equipment	Rs.10 lakhs															
(iii)	Other Property	Rs.5 lakhs															

	(iv)	Personal injury or death insurance: a) for other people;	Rs.15 lakhs	
		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India	
GCC 14.1				
Site Data – NOT APPLICABLE				
GCC 15.2				
The following is added as sub-clause 15.2: “If so instructed by Project Manager, the Contractor shall submit to the Project Manager for review, a health and safety manual, specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual and its updates shall be reviewed along with the Contractor's Environmental and Social Management Plan (C-ESMP) described in sub-clause 16.2.” Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.				
GCC 16.1				
(add new 16.2)				
ES Management Strategies and Implementation Plans				
The following is inserted as a new sub-clause 16.2: “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. 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.”
GCC 20.1	The Site Possession Dates shall be 7 days from date of agreement.
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator will be intimated during the sign of agreement. Appointing Authority for the Adjudicator : The Joint Director, HRS
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: Rs. 10,000 per day
GCC 24.4	The procedure for adhocarbitration will be as follows: <ul style="list-style-type: none"> (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), both in cases of Foreign Contractor as well as Indian Contractor, shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. (c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, theProject Manager, the Contractor and the Adjudicator shall

	<p>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 Chennai, 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 365 days of starting of the proceedings.</p> <p>(h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>(i) Court jurisdiction – Chennai</p> <p>(j) Language - English</p> <p>(k) Fee for the Arbitrator : As per schedule IV of A&C act 2019.</p>
B. Time Control	
GCC 26.1	<p>The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.</p> <p><i>[This program should be in adequate detail and generally conform to the program submitted alongwith bid. Deviations if any from that should be</i></p>

	<i>clearly explained and should be satisfactory to the Project Manager]</i>
GCC 26.2	<p>ES Reporting</p> <p>Inserted at the end of GCC 26.2</p> <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental and Social (ES) metrics set out in Appendix B. In addition to Appendix B 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 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. In case of SEA, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, or sexual assault), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>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.</p> <p>The Contractor shall require its Subcontractors to immediately notify the Contractor of any incidents or accidents referred to in this Sub-clause.”</p>
GCC 26.3	The period between Program updates is 30 days.
GCC 26.4	Any revision in Program should only be agreed in writing.
GCC 30	Venue of management meeting will be Highways Research Station, Chennai
C. Quality Control	
GCC 34.3	The Defects Liability Period is: 12 months.
D. Cost Control	
GCC 38.2	<p>In GCC 38.2, add the following after the first sentence:</p> <p>“The Contractor shall also provide a description of the varied work</p>

	performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts of the Variation.”
GCC 40	<p>Add new GCC 40.7:</p> <p>“40.7 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:</p> <ul style="list-style-type: none"> (i) failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 41.1	Interest rate for Delayed payment is 2.5 % per annum
GCC 45.1	<p>Price Adjustment: - NOT APPLICABLE</p> <p>The contract is not subject to price adjustment in accordance with GCC.</p>
GCC 46.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.

GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 10 % of the final Contract Price.
GCC 48	NOT APPLICABLE
GCC 49	NOT APPLICABLE
GCC 50.1	An Environmental and Social (ES) Performance Security shall not be provided to the Employer.]
	The Performance Security amount is 10 % percent of contract price for unbalanced bids.
E. Finishing the Contract	
GCC 56.1	NOT APPLICABLE
GCC 56.2	NOT APPLICABLE
GCC 57.2 (g)	NOT APPLICABLE
GCC 57.2(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 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.

Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws³²

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

- | | |
|-----|---|
| (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. |
| (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. |
| (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:

(i) Pension or family pension on retirement or death, as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii) Payment of P.F. accumulation on retirement/death etc. |
| (d) | <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. |
| (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 |
| (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. |
| (g) | <u>Minimum Wages Act 1948</u> : The Employer is supposed to pay not less than the |

³² This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

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

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

- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees

where workmen sustain personal injuries in the course of employment.

- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining,

excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

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

standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.

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

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

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

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

Appendix 2 –

(NOT APPLICABLE)

Appendix -3³³

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

³³ If ITB 43 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

the Contractor's share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor's share on this account(half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

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

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

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

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

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

Read and Agreed

Name of Adjudicator
Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

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

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendations in a professional and timely manner(as per sample format)

Sample Format of Adjudicator's Recommendation

[Project Name] **Recommendation of Adjudicator**

Dispute No. XX [NAME OF DISPUTE]

Hearing Date: _____

Dispute

Description of dispute. A one or two sentence summation of the dispute.

Contractor's Position

A short summation of the contractor's position as understood by the Adjudicator.

Employer's Position

A short summation of the Employer's position as understood by the Adjudicator.

Recommendation

The Adjudicator's specific recommendation for settlement of the dispute. (*The recommended course is consistent with the explanation*).

Explanation

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*)

The Adjudicator's description of how each recommendation was reached.

Respectfully submitted,

Date : _____

Date : _____

Date : _____

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security, ES performance security if applicable, and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 40. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[insert date]

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

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price *[insert amount in numbers and words]* as corrected and modified³⁴ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.³⁵
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with GCC 23.³⁶

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

[OR]

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

[Delete whatever is inapplicable]

³⁴ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

³⁵ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

³⁶ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 35.5, and ES Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** in the form detailed in ITB Clause 42 for amounts³⁷ of Rs. _____ and Rs. _____ within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 42.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid up to 28 days from the date of completion i.e. up to and shall be as per the Performance Security Form and the ES Performance Security Form ***[Delete reference to the ES Performance Security Form if it is not required under the contract]***, included in Section X - Contract Forms, of the bidding document.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including ES requirements as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Yours faithfully,

Authorized Signature.....

Name and Title of Signatory.....

Name of Agency.....

³⁷ Insert amounts for (i) Performance Security, plus additional security for unbalanced bids; and (ii) ES Performance Security respectively.

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite securities as stipulated in ITB clause 42.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
. *[name of the Employer]*. (hereinafter “the Employer”), of the one part, and
[name of the Contractor]. . . . (hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as
part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) this Agreement
- (b) the Letter of Acceptance
- (c) the Contractor’s Bid including completed schedules and priced bill of quantities,
- (d) the Addenda No’s. *[insert addenda numbers if any]*. . . .
- (e) the Particular Conditions of contract
- (f) the General Conditions of contract;
- (g) the Specifications
- (h) the Drawings; and
- (i) Construction Program, Methodology, Quality Assurance Program, ES
Management Strategies and Implementation Plans, and Code of Conduct for
Contractor’s Personnel(ES)
- (j) Joint Venture Agreement [for JVs only]
- (k) Any other document listed in PCC as forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Contractor as
indicated in this Agreement, the Contractor hereby covenants with the Employer to
execute the Works and to remedy defects therein in conformity in all respects with the
provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

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

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

Performance Security - Bank Guarantee

[Including Additional Performance Security for unbalanced bids]

[Guarantor letterhead or SWIFT identifier code]

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

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

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor³⁸]
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute _____ [name of Contract and
brief description of Works] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ [amount of guarantee³⁹] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

³⁸ In the case of a JV, insert the name of the Joint Venture

³⁹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.

This guarantee shall be valid until⁴⁰, 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.

⁴⁰ Insert the date twenty-eight days after the expected completion date as described in GCC 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 - (NOT APPLICABLE)

[Guarantor letterhead or SWIFT identifier code]

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

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

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor⁴¹]*
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute _____ *[name of Contract and*
brief description of Works] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ *[amount of guarantee⁴²]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

⁴¹ In the case of a JV, insert the name of the Joint Venture

⁴² An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, and denominated in Indian Rupees.

This guarantee shall be valid until⁴³, 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.

⁴³ Insert the date twenty-eight days after the expected completion date as described in GCC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security (NOT APPLICABLE)

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No.....*[insert guarantee reference number]*

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

To: _____ *[name of Employer]*
_____ *[address of Employer]*
_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor⁴⁴]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee⁴⁵]* _____ *[in words]*.

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

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

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

⁴⁴In the case of a JV, insert the name of the Joint Venture

⁴⁵An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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

Retention Money Security
Demand Guarantee
[Guarantor letterhead or SWIFT identifier code]

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

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

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

We have been informed that _____ *[name of contractor⁴⁶]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the contractor, we _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____ *[amount in words⁴⁷]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract without cavil or argument.

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

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

⁴⁶ In the case of a JV, insert the name of the Joint Venture

⁴⁷ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

[Signature(s) and seal of the guarantor]

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