

**GOVERNMENT OF MEGHALAYA.  
MEGHALAYA HEALTH SYSTEMS STRENGTHENING PROJECT (MHSSP)**

REQUEST FOR BIDS NO.: DHS/P-43/MHSSP/CW-4AA/2023-24

**NATIONAL OPEN COMPETITIVE  
PROCUREMENT**

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

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

NAME OF WORK: **Construction, Renovation & Extension of works in 11 (Eleven) Health facilities under Directorate of Health Services, Health & Family Welfare Department, Government of Meghalaya for East Khasi Hills – III**

TIME AND DATE OF PRE-BID

**DATE: 19th January, 2024**

MEETING:

**TIME: 1200 Hrs**

LAST DATE AND TIME FOR

**DATE: 31st January, 2024**

RECEIPT OF BIDS:

**TIME: 1500 Hrs**

TIME AND DATE OF

**DATE: 31st January, 2024**

OPENING OF BIDS:

**TIME: 1530 Hrs**

PLACE OF OPENING OF

**Office of The Project Director**

BIDS:

**Meghalaya Health Systems  
Strengthening Project (MHSSP)**

**Health Complex, Red Hills,  
Laitumkhrah, Shillong – 793003**

**Meghalaya**

OFFICER INVITING BIDS:

**The Project Director, MHSSP**

ANNEXURE:

**[\(Click Here to Access\)](#)**

**January, 2024**



**REQUEST FOR BIDS  
(RFB)**

**GOVERNMENT OF MEGHALAYA.  
MEGHALAYA HEALTH SYSTEMS STRENGTHENING PROJECT (MHSSP)**

**REQUEST FOR BIDS (RFB)  
(One-Envelope Bidding Process with e-Procurement)**

**NATIONAL OPEN COMPETITIVE PROCUREMENT**

**Name of Project:** MEGHALAYA HEALTH SYSTEMS STRENGTHENING PROJECT (MHSSP)

**Contract Title:** Construction, Renovation & Extension of works in 11 (Eleven) Health facilities under Directorate of Health Services, Health & Family Welfare Department, Government of Meghalaya for East Khasi Hills – III

**Loan No.:** 9291-IN

**RFB Reference No.:** DHS/P-43/MHSSP/CW-4AA/2023-24

**Date:** 11<sup>th</sup> January, 2024

1. The Government of India has received finance from the World Bank toward the cost of the **Meghalaya Health Systems Strengthening Project (MHSSP)**. The Department of Health and Family Welfare, Government of Meghalaya, an implementing agency of the Client, intends to apply part of the proceeds toward eligible payments under the contract for construction of works as detailed below.
2. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016, Revised November 2017 and August 2018 and November 2020 (“Procurement Regulations”), and is open to all Bidders as defined in the Procurement Regulations.
3. Bidders from India should, however, be registered with the Government of Meghalaya or other State Governments/Government of India, or State/Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders.
4. **The Department of Health and Family Welfare, Government of Meghalaya** now invites e-tender through [www.meghalayatenders.gov.in](http://www.meghalayatenders.gov.in) from eligible bidders/contractors for the construction of works detailed below in the table. The bidders may submit bids for the works indicated therein. Interested bidders may obtain further information and inspect the bidding document at the address given below during office hours. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.
5. The bidding document should be downloaded from department’s website <https://meghssp.org/> or [www.meghalayatenders.gov.in](http://www.meghalayatenders.gov.in). The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

6. Bids must be submitted ONLINE ONLY on or before **1500 hours on 31st January, 2024** and will be publicly opened on the same day at **1530 hours**, in the presence of the Bidders' designated representatives Via Zoom or in person. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be accepted and opened on the next working day at the same time and venue. Late Bids will be rejected.
7. All Bids must be accompanied by a Bid Security of the amount specified for the work in the table below, drawn in favour of to **“The Project Director, Meghalaya Health Systems Strengthening Project (MHSSP), Directorate of Health Services, Health & Family Welfare Department, Government of Meghalaya.** Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. *Physical copy of the Bid Security shall be submitted in the Office of Meghalaya Health Systems Strengthening Project (MHSSP), Top Floor, Regional Training Centre, Directorate of Health Services, Red Hill Road, Laitumkhrach, Shillong – 793003 on or before 3:00 PM of 31<sup>st</sup> January, 2024*
8. Other details can be seen in the bidding document.

Yours sincerely,

Sd/-

**Shri Ramkumar S, IAS**  
**The Project Director**  
**Meghalaya Health Systems Strengthening Project (MHSSP)**  
**Health Complex, Red Hills, Laitumkhrach**  
**Shillong– 793003, Meghalaya**  
**Email: [procurement.megh@meghssp.org](mailto:procurement.megh@meghssp.org)**  
**Phone: [+91-7005161416](tel:+91-7005161416)**

**NAME OF WORK:****Construction, Renovation & Extension of works of Health facilities in East Khasi Hills-III**

<b>Districts &amp; Name of the Health Facilities</b>		<b>No of Health Facilities</b>	<b>Bid Security (INR)</b>	<b>Period of Completion (Months)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
East Khasi Hills	Smit PHC	11	5,90,000.00	24
	Nongkrem SC			
	Jongksha PHC			
	Kharang SC			
	Mawpyrshong SC			
	Mawkynrew PHC			
	Nohron SC			
	Jatah PHC			
	Thynroid SC			
	Diengpasoh PHC			
	Mawiong CHC			

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## **PART 1 – BIDDING PROCEDURES**



## Section I - Instructions to Bidders

### A. GENERAL

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
- 1.2 Throughout this bidding document:
  - (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, and fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
  - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays;
  - (d) the term **"ES"** means environmental and social (including Sexual Exploitation, and Abuse (SEA)), and Sexual Harassment (SH);
  - (e) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:
    - (i) **"Sexual Exploitation"** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
    - (ii) **"Sexual Abuse"** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
  - (f) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;
  - (g) **"Contractor's Personnel"** is as defined in Sub-Clause 1 (ii) of the General Conditions of Contract; and

- (h) **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

## 2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

## 3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## 4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by

submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

- 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) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation;
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in

which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

## **B. CONTENTS OF BIDDING DOCUMENT**

- 6. Sections of Bidding Document**
- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ins 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 - Fraud and Corruption

### **PART 2 Works Requirements**

- Section VII- Works' Requirements

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

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. (*where electronic downloading of bid document is permitted, the employer will upload the addenda on the website and it will be the responsibility of the bidders [who downloaded the bidding document] to search the website for any addenda*). Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. 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 document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### C. PREPARATION OF BIDS

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12 and ITB 14;
  - (b) **Completed Schedules** including priced Bill of Quantities, in accordance with ITB 12 and ITB 14, as **specified in BDS**;
  - (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 19.1;
  - (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
  - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;
  - (f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;

- (g) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity:** a technical proposal in accordance with ITB 16;
- (i) **Construction methodology** as detailed in Para 1.1 of Section III Evaluation Criteria;
- (j) Contractor Registration certificate (as per RFB); and
- (k) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 12. Letter of Bid and Schedules

12.1 The Letter of Bid, Schedules including Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.



**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules including Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV- Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Corrections if any, in the bid shall be made by crossing out, initialing, dating and rewriting.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Biding accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
- 14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document.

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

goods/construction equipment for which certificate is required is Nil.

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

- |  |      |  |
|--|------|--|
| <b>15. Currencies of Bid and Payment</b>   | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.  |
| <b>16. Documents Comprising the Technical Proposal</b>                             | 16.1 | The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time. |
| <b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b> | 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 | In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.  |
| <b>18. Period of Validity of Bids</b>  | 18.1 | Bids shall remain valid for 90 days or for the Bid Validity period <b>specified in the BDS</b> . The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the  |

Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

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

## 19. Bid Security

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

In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original

validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 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 48.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security.
- 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 47; or
    - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.
- 19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a Performance Security

and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48;

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 one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. SUBMISSION AND OPENING OF BIDS**

**21. Sealing and Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked "COPIES", all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - (i) in an envelope marked "ORIGINAL- ALTERNATIVE BID", the alternative Bid; and

- (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21.4 E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

**22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

In the event of the specified date for the submission of Bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal, Substitution, and Modification of Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in

addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and

- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.7.

## 25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, 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. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids, modifications and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be

initialed by representatives of the Employer attending Bid opening in the manner **specified in the BDS**.

- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
  - (c) the presence or absence of a Bid Security or Bid Securing Declaration, if one was required; and
  - (d) any alternative Bids.
- 25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. EVALUATION AND COMPARISON OF BIDS**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43. In cases where ITB 43 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 45.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
- 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 a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of



arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

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

28.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Determination of Responsiveness**

29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

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. Nonmaterial Nonconformities**

30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.

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

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 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.

**33. Margin of Preference**

33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>1</sup> shall not apply.

**34. Subcontractors**

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

34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be

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<sup>1</sup> An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.

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

### **35. Evaluation of Bids**

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

35.2 To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Daywork<sup>2</sup> 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) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are 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.

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<sup>2</sup> Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price.

- 35.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids** 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
- 37. Abnormally Low Bids** 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Unbalanced or Front-Loaded Bids** 38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front-loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses (with breakdown of unit rates) to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid without any additional Performance Security; or
  - (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the Contract Price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or
  - (c) reject the Bid if the risk cannot be mitigated through additional performance security.
- 39. Qualification of the Bidder** 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the

qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 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 substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 40. Most Advantageous Bid**
- 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period**
- 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award**
- 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## F. AWARD OF CONTRACT

- 44. Award Criteria** 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award** 45.1 Prior to the expiration of the Bid Validity Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
  - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
  - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
- 45.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer’s website.
- 45.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 46. Debriefing by the Employer** 46.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all

unsuccessful Bidders whose request is received within this deadline.

- 46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
- 46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**47. Signing  
Contract**

- of 47.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
- 47.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB Clause 48, and revised construction methodology; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.

**48. Performance  
Security**

- 48.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms. The performance security and if required in the BDS, the Environmental and Social (ES) Performance Security of a Joint

Venture shall be in the name of the Joint Venture specifying the names of all members.

- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 48.3 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 48.1, 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.

#### **49. Adjudicator**

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

#### **50. Procurement Related Complaint**

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



## Section II – Bid Data Sheet (BDS)

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

ITB Reference	A. General																			
<b>ITB 1.1</b>	<p>The number of the Request for Bids is: <b>DHS/P-43/MHSSP/CW-4AA/2023-24</b></p> <p>The Employer is: <b>Project Director, Meghalaya Health Systems Strengthening Project; Directorate of Health Services, Health &amp; Family Welfare Department, Government of Meghalaya</b></p> <p>The reference number of the Request for Bids (RFB) is: <b>DHS/P-43/MHSSP/CW-4AA/2023-24</b></p> <p>The name of the RFB is: <b>Construction, Renovation &amp; Extension of works in 11 (Eleven) Health facilities under Directorate of Health Services, Health &amp; Family Welfare Department, Government of Meghalaya for East Khasi Hills – III</b></p> <p>The List of Health Facilities comprising this RFB is:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Districts &amp; Name of the facilities in the district</th> <th style="text-align: center;">No of facilities in the Lot</th> </tr> <tr> <th style="text-align: center;">1</th> <th style="text-align: center;">2</th> <th style="text-align: center;">3</th> </tr> </thead> <tbody> <tr> <td rowspan="11" style="text-align: center; vertical-align: middle;">East Khasi Hills</td> <td style="text-align: center;">Smit PHC</td> <td rowspan="11" style="text-align: center; vertical-align: middle;">11</td> </tr> <tr> <td style="text-align: center;">Nongkrem SC</td> </tr> <tr> <td style="text-align: center;">Jongksha PHC</td> </tr> <tr> <td style="text-align: center;">Kharang SC</td> </tr> <tr> <td style="text-align: center;">Mawpyrshong SC</td> </tr> <tr> <td style="text-align: center;">Mawkynrew PHC</td> </tr> <tr> <td style="text-align: center;">Nohron SC</td> </tr> <tr> <td style="text-align: center;">Jatah PHC</td> </tr> <tr> <td style="text-align: center;">Thynroid SC</td> </tr> <tr> <td style="text-align: center;">Diengpasoh PHC</td> </tr> <tr> <td style="text-align: center;">Mawiong CHC</td> </tr> </tbody> </table>	Districts & Name of the facilities in the district		No of facilities in the Lot	1	2	3	East Khasi Hills	Smit PHC	11	Nongkrem SC	Jongksha PHC	Kharang SC	Mawpyrshong SC	Mawkynrew PHC	Nohron SC	Jatah PHC	Thynroid SC	Diengpasoh PHC	Mawiong CHC
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	Thynroid SC																			
	Diengpasoh PHC																			
	Mawiong CHC																			
<b>ITB 2.1</b>	<p>The Borrower is: <b>Government of India. The sub-Borrower is Government of Meghalaya</b></p> <p>The Employer is: <b>Project Director, Meghalaya Health Systems Strengthening Project; Directorate of Health Services, Health &amp; Family Welfare Department, Government of Meghalaya</b></p> <p>The name of the Project is: <b>Meghalaya Health Systems Strengthening Project (MHSSP)</b></p>																			
<b>ITB 4.1</b>	<p>Bids from Joint ventures are acceptable and JV agreement should be registered within Meghalaya</p>																			

<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>ITB 4.7</b>	Deleted
<b>ITB 4.10</b>	<p>1. Bidders who had performed exceptionally well in any of the previous works under MHSSP with no issues raised by the project team regarding quality of work/overall management, etc.MHSSP reserves the right to accept or reject bids received from all such bidders for this assignment based on the observations made by the evaluation committee.</p> <p>2. Bidders who earlier participated in MHSSP Tenders but failed to commence the work/withdrew their bids are barred from participating in any of the MHSSP Tenders.</p>
<b>B. Contents of Bidding Document</b>	
<b>ITB 6.1</b>	<p>The Clause is modified as below:</p> <p>50.2 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>Volume- I</b></p> <p><b>PART 1 – Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I – Instructions to Bidders (ITB)</li> <li>• Section II – Bid Data Sheet (BDS)</li> <li>• Section III – Evaluation and Qualification Criteria</li> <li>• Section IV – Bidding Forms</li> <li>• Section V – Eligible Countries</li> <li>• Section VI – Fraud and Corruption</li> </ul> <p><b>PART 2 – Works ‘Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII- Works’ Requirements</li> </ul> <p><b>PART 3 – Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section VIII – General Conditions of Contract (GCC)</li> <li>• Section IX – Particular Conditions of Contract (PCC)</li> <li>• Section X – Contract Forms</li> </ul> <p><b>Volume II- Bill of Quantities of Works</b></p> <p><b>Volume III- Drawings of Works</b></p> <p><b>Volume IV- Site Specific ESMP</b></p>
<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer’s address is:</p> <p><b>Attention:</b></p> <p>The Project Director, Meghalaya Health Systems Strengthening Project (MHSSP)</p> <p><b>Address:</b></p> <p>Directorate of Health Services, Health &amp; Family Welfare Department, Health Complex, Red Hills, Laitumkhrh</p> <p>City: Shillong</p> <p>PIN Code: 793003</p>

	Country: India Telephone: +91-7005161416 E-mail address: <a href="mailto:procurement.megh@meghssp.org">procurement.megh@meghssp.org</a>
<b>ITB 7.1</b>	Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of bids
<b>ITB 7.1</b>	Web page: <a href="http://www.meghssp.org">www.meghssp.org</a>
<b>ITB 7.4</b>	A Pre-Bid meeting “ <i>shall</i> ” take place. Date of pre-proposal conference: 19 <sup>th</sup> January, 2024 Time: 1200 Hrs Address: <u>Via Zoom</u> <i>Link will be provided before the meeting on the web page</i> Telephone: +91-7005161416 E-mail: <a href="mailto:procurement.megh@meghssp.org">procurement.megh@meghssp.org</a> Contact person/conference coordinator: <i>Mamta Rai, Manager – Procurement</i> A site visit conducted by the Employer “ <i>shall be</i> ” organized. All such cost for site visits will be incurred by the bidder/s. DoHFW, if required, shall provide administrative support.
<b>C. Preparation of Bids</b>	
<b>ITB 11.1 (b)</b>	The following schedules shall be submitted with the bid: <b><i>Priced Bill of Quantities</i></b>
<b>ITB 11.1 (k)</b>	The Bidder shall submit the following additional documents in its Bid: (a) Contractor Registration certificate (b) Code of Conduct for Contractor’s Personnel (ES) The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. <b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks.</b> The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage key Environmental and Social (ES) risks that will apply to its employees and subcontractors, to ensure compliance with its Environmental, and Social obligations including compliance with applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project under the contract. Letter of agreement for sub-contractor, (details shall include percentage of works for sub-contracting) if applicable
<b>ITB 13.1</b>	Alternative Bids <b><i>shall not be</i></b> permitted.
<b>ITB 13.2</b>	Alternative times for completion <b><i>shall not be</i></b> permitted.
<b>ITB 13.3</b>	Not Applicable
<b>ITB 13.4</b>	Not Applicable

<b>ITB 14.5</b>	The prices quoted by the Bidder <b>“shall be”</b> subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 49 and corresponding provisions under PCC and Appendix 2 to PCC.
<b>ITB 18.1</b>	The Bid validity period shall be 120 days.
<b>ITB 18.3 (a)</b>	Not applicable
<b>ITB 19.1</b>	A Bid Security <b>“shall be”</b> required. Bid Security for an amount of <b>Rs. 5,90,000.00 (Rupees Five Lakh Ninety Thousand Only)</b> shall be drawn in favour of <b>“Project Director, Meghalaya Health Systems Strengthening Project (MHSSP) and payable at Shillong, Meghalaya.</b> Bid security shall be valid for 45 days beyond the validity of the bid.
<b>ITB 19.3 (d)</b>	Other types of acceptable securities are: Fixed Deposit/Time Deposit certificate issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of <b>“Project Director, Meghalaya Health Systems Strengthening Project (MHSSP)</b> and such pledging has been noted and suitably endorsed by the bank issuing the certificate.
<b>ITB 19.9</b>	Deleted
<b>ITB 20.1</b>	Not Applicable
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid. All copies should be signed by the authorized signatory and the same to be uploaded in the e-procurement portal
<b>D. Submission and Opening of Bids</b>	
<b>ITB 21</b>	Not Applicable
<b>ITB 22.1</b>	The Bids shall be submitted ONLINE only via meghalayatenders.gov.in The deadline for Bid submission is: 31st January, 2024 Time: 1500 Hrs
<b>ITB 25.1</b>	The Bid opening shall take place at: Meghalaya Health Systems Strengthening Project (MHSSP) Above Regional Training Health Centre 2 <sup>nd</sup> Gate of Health Complex, Red Hills, Laitumkhrach Shillong – 793003 Meghalaya  & also, virtually  <i>(The link for the opening will be uploaded in the department’s website on 31<sup>st</sup> January, 2024 before 1530 Hrs, i.e, <a href="http://www.meghssp.org">www.meghssp.org</a> however access to the opening will be provided only to the firms whose bids reaches on/before the submission timeline)</i>  Date: same as the submission deadline indicated in 22.1. Time: 1530 Hrs  In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day

<b>ITB 25.3</b>	Not Applicable
<b>ITB 25.6</b>	The entire Bid Opening Process will be recorded through Zoom.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
<b>ITB 34.1</b>	At this time the Employer <i>“does not intend”</i> to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 34.3</b>	The clause is modified as below: (a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total Contract Amount</i> (b) Bidders planning to subcontract more than 10% of total Contract Amount shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. <i>Note-Work should not be split into small parts and sub-contracted.</i>
<b>ITB 35.2 (d)</b>	Not Applicable
<b>F. Award of Contract</b>	
<b>ITB 42.1</b>	Not Applicable
<b>ITB 45.3</b>	The clause is modified as below: The Contract Award Notice shall be published on the Employer’s website <a href="http://www.meghssp.org">www.meghssp.org</a> .
<b>ITB 48.1 and 48.2</b>	The successful Bidder shall also be required to submit an Environmental and Social (ES) Performance Security.  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 54.
<b>ITB 49</b>	The Adjudicator proposed by the Employer is: Shri Winston Churchill Pasweth Retd. Chief Engineer, Health Engineering Wing, Health & Family Welfare Department

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

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

*[The Employer shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

**1. Margin of Preference – Not Applicable****2. Evaluation**

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

**2.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include

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

For this purpose, the Bidder should also submit:

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

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

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

**2.2 Multiple Contracts**

Pursuant to ITB 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

**(a) Award Criteria for Multiple Contracts [ITB 35.4]:****Lots**

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

**(b) Qualification Criteria for Multiple Contracts:**

This Section describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items ALB, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

**(a) For one Contract:**

**Option 1:**

(i) N contracts, each of minimum value V;

Or

**Option 2:**

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than  $N \times V$ .

**(b) For multiple Contracts**

**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

or

**Option 2:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc., **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than  $N1 \times V1$ .



Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than  $N2 \times V2$ .

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than  $N3 \times V3$ .

----etc.

Or

**Option 3:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc., **or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than  $N1 \times V1$ .

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than  $N2 \times V2$ .

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than  $N3 \times V3$ .

----etc., or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than  $N1 + N2 + N3$  ---but the total value of all such contracts is equal or more than  $N1 \times V1 + N2 \times V2 + N3 \times V3$  ----.

- 2.3 Alternative Completion Times (ITB 13.2) – Not Applicable**
- 2.4 Sustainable procurement (Section VII - Specifications) – Not Applicable**
- 2.5 Alternative Technical Solutions for specified parts of Works (ITB 13.4) – Not Applicable**
- 2.6 Specialized Subcontractors - *Not Applicable***
- 2.7 Other criteria (if permitted under ITB 35.2(f)): - *Not Applicable***

## 3. Qualification Criteria

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> April 2020. Non-performance in any of the contracts awarded previously under this project (the employer reserves the right to validate non-performance of all previous contracts through all communications made in the past)	Must meet requirement <sup>1</sup> & <sup>2</sup>	Must meet requirement	Must meet requirement	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period</b>	Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long-term profitability sound according to	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

<sup>1</sup> Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder					
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>2</sup> since 1 <sup>st</sup> April 2020.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Abuse) contractual obligations in the past five years <sup>3</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the	N/A	Form CON-3 ES Performance Declaration

<sup>2</sup>The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last 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.

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
			declaration.		declaration.		
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i)The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit <sup>4</sup> , Loans & Advances*, Investment in Stock/Mutual Fund, 30% of the Closing Stock, Average monthly Billing proportionate with WIP and other financial means (except Security Deposits in other tenders) sufficient to meet the construction cashflow requirements estimated at: <b>INR 70.00 Lakhs (Rupees Seventy-Lakhs Only)</b> for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	NA	NA	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	NA	NA	

<sup>4</sup>In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>five years</b> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	Must meet requirement	NA	NA	
Note: The cash flow availability should be certified by Bank (Nationalized or Scheduled Bank in India) in form Fin 3.3							
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>INR 5.00 Crores</b> 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	Must meet requirement	NA	NA	Form FIN – 3.2
3.3	<b>Financial Situation &amp; Performance</b>	The Bidder shall demonstrate that it has access to, or has available Current assets, unencumbered real assets, lines of credit <sup>5</sup> , and other financial means (except Security Deposits in other tenders) over the Current Liabilities and Financial Commitments to other projects. This value is sufficient to meet the proposed construction fund requirements for this Bid.	Must meet requirement	Must meet requirement	NA	NA	Form FIN – 3.2

<sup>5</sup>In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
<p><b>Note:</b> The amount stated should normally not be less than twice the estimated annual turnover or cash flow in the proposed Works contract (based on a straight-line projection of the Employer's estimated cost, over the contract duration).</p>							
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts for similar works such as <b>construction of buildings preferably official/ institutional buildings</b> in the role of prime contractor, JV member, subcontractor, or management contractor in last five years, prior to the bid submission deadline.	Must meet requirement	Must meet requirement	NA	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of One <b>similar contracts</b> specified below that have been satisfactorily and substantially <sup>6</sup> completed as a prime contractor, joint venture member <sup>7</sup> , management contractor or sub-contractor <sup>8</sup> in last five years [FY 17-18 to FY 22-23] prior to bid submission deadline:  (i) <b>One</b> contract, each of minimum value: <b>INR 2.00 Cr</b>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2(a)

<sup>6</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>7</sup> 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.

<sup>8</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Or (ii) <b>Two contracts</b> , each of minimum value in construction of institutional/ official buildings: <b>INR 1.25 Cr</b>					
4.2 (d)	<p><b>Bid Capacity:</b> Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under: Assessed Available bid capacity = (A*N*1.15-B)</p> <p>Where,</p> <p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 2022 at the rate of 5% per year), taking into account the completed as well as works in progress).</p> <p>N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).</p> <p>B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.</p> <p>Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</p>						

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



#### 4. Key Personnel

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

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

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

Sl. No.	Position/ specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager-1	B.E./ B. Tech (Civil) or Post graduate	Civil Engineer with a minimum of 10 years of experience in construction of institutional buildings/ hospitals with minimum 2 years of experience in working in North Eastern states of India. Should have completed at least 2 institutional/ hospital buildings independently as a PM and should have worked in at least one project involving renovation.
2	Senior Engineer- 1	B.E./ B. Tech (Civil)	Civil Engineer with a minimum of 5 years of experience in construction of institutional buildings. He/ She should have experience in renovation of buildings.
<b><u>Suitable experts in the following specializations</u></b>			
3	Environment Health & Safety Specialist-1	B.E./ B. Tech (Civil) or Diploma in Civil Engineering	Engineer with minimum of 3 years of experience in handling the environment & safety aspects of construction site. He/ She should have experience in renovation of buildings and should have over seen successfully at least 2 buildings independently.
4	Social Specialist-1	Masters or Bachelor's Degree in Social Work	Minimum 3 years' experience of monitoring and managing risks related to Social issues and managing risks related to gender-based violence, out of which 1 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment
5.	Senior Engineer (MEP)- 1	B.E./ B. Tech (Electrical)	Electrical Engineer with a minimum of 5 years of experience in construction and providing of MEP services in the construction of institutional buildings. He/ She should have experience in providing services in Hospitals.
6	Site Supervisors- 2 (min)	B. E/ B. Tech or Diploma in Civil Engineering	Engineer with at least 5 years of experience in construction of institutional/ official building

The Bidder must not have in his employment:

- [i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the following Government Departments.
- [ii] without Government permission, any person who retired as gazetted officer within the last two years.
- [iii] The same person can't be included for multiple positions.

## 5. Equipment

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

Sl. No.	Equipment Type and Characteristics	Minimum required
1	Cement Mixer	3 Nos.
2	Vibrator	3 Nos.
3	Pump set	3 Nos.
4	Personal protective gears (helmet, gloves etc)- for all the labourers at site.	As per site requirement.
5	Portable DG set min 5 KVA	1 Nos.
6	Slump Cone Apparatus	3 Nos.

[NOTE:

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

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

## **Section IV - Bidding Forms**

**LETTER OF BID**

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

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

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

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

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

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- 
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (e) below is: *[Insert one of the options below as appropriate]*

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

Or

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

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (g) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security [*and an Environmental and Social (ES) Performance Security, Delete if not applicable*] in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6;
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount 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) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (p) **Adjudicator:** We accept the appointment of [*insert name proposed in Bid Data Sheet*] as the Adjudicator.

[or]

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

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

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

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

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

**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**  
**BILL OF QUANTITIES**

**PRICE SCHEDULE**

Description	Amount in INR (in figures)	Amount in INR (in words)
Construction, Renovation & Extension of works of 11 Health facilities in <b>East Khasi Hills-III</b>		

**DETAILED BOQ**

Please refer Volume II attached as an Excel Sheet in [meghalayatenders.gov.in](http://meghalayatenders.gov.in)

**Note:**

1. *Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 14.2 and GCC Clause 45.4).*
2. *Unit rates and prices shall be quoted by the bidder in Indian Rupees (refer: ITB Clause 14.1 and ITB Clause 15.1).*
3. *Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern (refer: ITB Clause 31).*
4. *Where there is a discrepancy between the rate in figures and words, the rates in words will govern (refer: [ITB Clause 31]).*

**FORMS OF BID SECURITY**

**FORM OF BID SECURITY - BANK GUARANTEE**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, or any extended date provided by the Applicant ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price pursuant to ITB 31;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security and if required, the Environmental and Social (ES) Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>1</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions

<sup>1</sup>45 days after the end of the validity period of the Bid.



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.***

## TECHNICAL PROPOSAL

### Technical Proposal Forms

- **Key Personnel Schedule**
- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **ES Management Strategies and Implementation Plans**
- **Code of Conduct for Contractor's Personnel (ES)**
- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (*for each the qualifications and experiences on the identified subcontractor in the relevant field should be given*)**

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

- **Others**
- **Bidder's Qualification**

## FORMS FOR PERSONNEL

### FORM PER – 1: KEY PERSONNEL SCHEDULE

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

#### Key Personnel

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

	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>5.</b>	<b>Title of position: Sexual Exploitation, Abuse and Harassment Expert</b> <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>6.</b>	<b>Title of position:</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>7.</b>	<b>Title of position:</b>	
	<b>Name of candidate</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>8.</b>	<b>Title of position:</b>	

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

## FORM PER-2: RESUME AND DECLARATION

### KEY PERSONNEL

<b>Name of Bidder</b>
-----------------------

<b>Position [#1]:</b> <i>[title of position from Form PER-1]</i>											
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name:</b></td> <td style="width: 60%; padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Address:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"><b>Address of employer:</b></td> </tr> <tr> <td style="width: 40%; padding: 5px;"><b>Telephone:</b></td> <td style="padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

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

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

### Declaration

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

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

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

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

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

**Name of Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

### FORMS FOR EQUIPMENT

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

<b>Type of Equipment*</b>					
<b>Equipment Information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Name of manufacturer,</b></td> <td style="padding: 5px;"><b>Model and power rating</b></td> </tr> <tr> <td style="padding: 5px;"><b>Capacity*</b></td> <td style="padding: 5px;"><b>Year of manufacture*</b></td> </tr> </table>	<b>Name of manufacturer,</b>	<b>Model and power rating</b>	<b>Capacity*</b>	<b>Year of manufacture*</b>
	<b>Name of manufacturer,</b>	<b>Model and power rating</b>			
<b>Capacity*</b>	<b>Year of manufacture*</b>				
<b>Current Status</b>	<b>Current location</b>				
	<b>Details of current commitments</b>				
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured				

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

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



**SITE ORGANIZATION**

*[insert Site Organization information]*

**METHOD STATEMENT**

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

## **MOBILIZATION SCHEDULE**

*[insert Mobilization Schedule]*

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

## **CONSTRUCTION SCHEDULE**

*[insert Construction Schedule]*

*The construction schedule shall include the following key milestone - No-objection to the Code of Conduct for Contractor's Personnel and Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions of Contract Sub-Clause 16.2.*

**ENVIRONMENTAL AND SOCIAL, HEALTH MANAGEMENT  
STRATEGIES AND IMPLEMENTATION PLANS**

**(ES-MSIP)**

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (k) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

## **CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL (ES) FORM**

**Note to the Bidder:**

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

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

### **CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL**

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

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

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

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

### **REQUIRED CONDUCT**

Contractor's Personnel shall:

1. carry out their 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, tools & tackles, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.
13. Not deploy or engage in deployment of "Child Labour".
14. Ensure that its personnel deployed at site are not under the influence of prohibited drugs and alcohol.
15. Maintain harmonious working environment during their engagement at site.
16. not engage in any activity which may lead to the property damage whether public or private other than the scope of work.
17. Ensure that none of its personnel is involved in any illegal activities.

### **RAISING CONCERNS**

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

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

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

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

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

**FOR CONTRACTOR’S PERSONNEL:**

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

Name of Contractor’s Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

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



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

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

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

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

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

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

**SCHEDULE OF SUBCONTRACTORS**

<b>Item</b>	<b>Element of work</b>	<b>Approximate value of sub-contract</b>	<b>% of bid price</b>	<b>Name and address of sub-contractor</b>	<b>Qualification and experience of sub-contractor on similar works of the elements executed</b>

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

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

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

**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: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

**FORM ELI -1.2: INFORMATION FORM FOR JV BIDDERS**

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

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

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**JV Information**

Bidder's Joint Venture legal name:

JV member's legal name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: \_\_\_\_\_

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

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
- Authorization to represent the firm or JV named in above, in accordance with ITB 20.
- In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## FORM ELI -1.2 A SPECIALIZED SUBCONTRACTOR'S INFORMATION FORM

**(to be completed for each Specialized Subcontractor)**

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

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's legal name:

Specialized Subcontractor's legal name:
Specialized Subcontractor's country of registration:
Specialized Subcontractor's year of constitution:
Specialized Subcontractor's legal address in country of constitution:
<b>Specialized Subcontractor's authorized representative information</b> 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**

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

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



## FORM CON – 2: HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

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

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

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

<b>Year of dispute</b>	<b>Amount in dispute (Rs.)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rs.)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b> <input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rs.)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i>	<i>[insert amount]</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>	
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### FORM CON – 3: ENVIRONMENTAL AND SOCIAL (ES) PERFORMANCE DECLARATION

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

Bidder’s Name: \_\_\_\_\_ *[insert full name]*  
 Date: \_\_\_\_\_ *[insert day, month, year]*  
 Joint Venture Member’s or Specialized Subcontractor’s Name: \_\_\_\_\_ *[insert full name]*  
 RFB No. and title: \_\_\_\_\_ *[insert RFB number and title]*  
 Page \_\_\_\_\_ *[insert page number]* of \_\_\_\_\_ *[insert page number]* pages

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

<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>

## FORM CCC: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

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

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. equivalent in million)	Stipulated period of completion	Value of works <sup>12</sup> remaining to be completed (Rs. equivalent in million)	Anticipated date of completion	Average Monthly Invoicing Over Last Six Months (Rs. /month) Equivalent in millions )
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(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)

<sup>12</sup>Attach certificate(s) from the Engineer(s)-in-Charge.

**FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE**

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

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

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

Joint Venture Member's Legal Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. A. Financial data**

Type of Financial information in (Rs.)	Historic information for previous _____ years (amount in Rs.)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					
This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.					

**B.**

<b>Type of Financial information in (Rs.)</b>	<b>Information on Liquid Assets for previous _____year (amount in Rs.)</b>
	Last Financial Year
Statement of Financial Position (Information from Balance Sheet)	
Cash in Hand	
Cash at Bank	
Fixed Deposit	
Investment in Mutual Fund	
Any Other Investment in Liquid Assets ( Please specify)	
<b>Total Liquid Assets</b>	

**2. Sources of Finance**

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

<b>No.</b>	<b>Source of finance</b>	<b>Amount (Rs.)</b>
1		
2		
3		

**3. Financial documents**

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

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).



- (b) be independently audited or certified in accordance with local legislation. In case of Indian bidders, the financial statements shall be audited by a certified chartered accountant.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>13</sup>(balance sheets, including all related notes, and income statements) for the \_\_\_\_\_years required above; and complying with the requirements

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<sup>13</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

## FORM FIN - 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER

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

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

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

Joint Venture Member's Legal Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

## JOINT VENTURE

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

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

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

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

### **Name and address of Bankers to the Joint Venture**

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

**FORM FIN - 3.3: FINANCIAL RESOURCES**

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

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

**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW**

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

**Clause 3.1(ii) of Section III – Qualification Criteria**

**(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)**

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

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

Name of Bank Manager

Senior Bank Manager

Address of the Bank

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

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

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

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

**FORM EXP - 4.1: GENERAL CONSTRUCTION EXPERIENCE**

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

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

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

Joint Venture Member's Legal Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

**FORM EXP - 4.2(A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE**

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

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

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

Work performed as prime Contractor or JV Member or Sub-Contractor or Management Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years<sup>14</sup>. *[Attach certificate from the Engineer-in-charge.]*

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

<sup>14</sup>Immediately preceding the financial year in which bids are received.

**FORM EXP - 4.2(A) (CONT.)**  
**SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT**  
**EXPERIENCE (CONT.)**

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

## FORM EXP - 4.2(B): CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES

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

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

Joint Venture Member's Legal Name \_\_\_\_\_

Subcontractor's Legal Name<sup>15</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Subcontractor's Name (as per ITB 34.2 and 34.3): \_\_\_\_\_

All subcontractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

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

<b>Information</b>	
Employer's Name <sup>16</sup> :	

<sup>15</sup> If applicable.<sup>16</sup> Attach certificate from the Engineer-in-charge



Address:  Telephone/fax number  E-mail:	
---	--

2. Activity No. Two

3. ....

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

**FORM EXP - 4.2(C) : SPECIFIC EXPERIENCE IN MANAGING ES ASPECTS**

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

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

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

Bidder's JV Member Name: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

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

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

...

**(DECLARATION REGARDING TAX/DUTY EXEMPTION FOR MATERIALS/CONSTRUCTION EQUIPMENT BOUGHT FOR THE WORK)**

*(Bidder's Name and Address)*

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

Dear Sir:

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

Certificate for Import/Procurement of Goods/Construction Equipment

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

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

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

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

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

(Signature) \_\_\_\_\_

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

(Printed

Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common

Seal)

\_\_\_\_\_

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

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

## **Section V - Eligible Countries**

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

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

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

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

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

## Section VI - Fraud and Corruption

(Section VI shall not be modified)

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>17</sup> (ii) to be a nominated<sup>18</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>19</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>17</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>18</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>19</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## **PART 2 – WORKS' REQUIREMENTS**



## **Section VII - Works’ Requirements**

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### Brief Scope of Work

The scope of this project primarily entails the repair, renovation, and extension of an existing building. While there are some elements of new construction involved, stakeholder engagement is necessary throughout the implementation period. To ensure compliance with environmental and social safeguards, it is imperative to note that no materials containing asbestos or lead shall be used at any point during the course of the project. In the event that any such material is discovered during the renovation process, the attached Environmental and Social Management Plan (ESMP) outlines the proper procedure for disposal.

All materials used in this project must be approved by the relevant authorities and meet the approved brand specifications laid out in the Scope of Work (SOR). To ensure quality workmanship, the details for material, quality, and measurements have been detailed in the following pages and will be closely monitored throughout the implementation period.

It is of utmost importance to comply with environmental and social safeguard regulations in order to ensure sustainable development. As such, strict compliance to environment and social safeguard standards is required throughout the project implementation to ensure successful execution of the work at hand.

## SPECIFICATIONS

### Specifications

#### (A) MATERIALS:

General: - All materials to be used in works shall conform to Indian Standards specification as published by I.S.I from time to time (and in the absence thereof as approved by the Engineer-in-charge).

##### A.1. Bricks:

All bricks should be of approved quality of standard specification, made of good brick earth. Uniform deep red cherry or copper colour, thoroughly burn in kiln (machine made) without vitrified, regular in shape and size, sound, hard, homogeneous, true in shape and standard dimensions and shall be free from cracks, chips, flaws, stones or humps of any kind and not show appreciable signs of efflorescence, either dry or subsequent to soaking in water. The size of bricks shall be  $9\frac{3}{4}'' \times 4\frac{3}{4}'' \times 2\frac{3}{4}''$  (Conventional) 190 mm x 90 mm x 90 mm (Modular). The bricks shall emit a clear ringing sound on being struck and have a minimum crushing strength of 105 kg/Sqcm. All the bricks, which absorb water more than 20 percent of their own dry weight after 24 hours immersion in cold water, shall be rejected.

##### A.2. Coarse Aggregates for Cement Concrete works:

Stones chips of stone ballast for cement concrete (plain or reinforced) shall be hard of uniform and fine texture, free from loam, clay or any surface coating, free from organic matter or other impurities and screened free of dust. Stone of black and hard variety as is generally available will be normally used. The ballast or chips shall be obtained by breaking from large blocks and must be more or less cubicle in shape.

Size of coarse Aggregates: For any of the following nominal size coarse aggregates, grading shall be in conformity with the requirements laid down in the Indian Standards specification IS: 383-1963 as shown below in Table1.

Table - I

I.S. Sieve Designation	Percentage passing for graded aggregate of nominal size			
	40 mm	20 mm	16 mm	12.5 mm
1	2	3	4	5
80 mm	100			
63 mm				
40 mm	95-100	100		
20 mm	30-70	95-100	100	100
16 mm			90-100	
12.5 mm				90-100
10 mm	10-35	25-55	30-70	40-85

I.S. Sieve Designation	Percentage passing for graded aggregate of nominal size			
	40 mm	20 mm	16 mm	12.5 mm
4.75 mm	0-5	0-10	0-10	0-10

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

Table – II

I.S Sieve Designation	Percentage passing for single sized aggregates of nominal size						
	20 mm	63 mm	40 mm	20 mm	16 mm	12.5 mm	10 mm
80 mm		100					
63 mm		85-100	100				
40 mm		0-30	85-100	100			
20 mm		0-5	0-20	85-100	100		
16 mm					85-100		
12.5 mm						85-100	100
10 mm			0-5	0-20	0-30	0-45	85-100
4.75 mm							0-20
2.36 mm				0-5	0-5	0-10	0-5

Table – III

Serial No	Cement concrete mix.	Nominal size of aggregate	Parts of aggregate of size 50mm	Parts of aggregate of size 40mm	Parts of aggregate of size 20mm	Parts of aggregate of size 12.5mm	Parts of aggregate of size 10mm
1	2	3	4	5	6	7	8
1.C.C	1:6:12	63 mm	9		3		
2.C.C	1:6:12	40 mm		9	3		
3.C.C	1:5:10	63 mm	7 ¼		2 ½		
4.C.C	1:5:10	40 mm		7 ½	2 ½		
5.C.C.	1:4:8	63 mm	6		2		
6.C.C	1:4:8	40 mm		6	2		
7.C.C	1:3:6	63 mm	4 ½		1 ½		

Serial No	Cement concrete mix.	Nominal size of aggregate	Parts of aggregate of size 50mm	Parts of aggregate of size 40mm	Parts of aggregate of size 20mm	Parts of aggregate of size 12.5mm	Parts of aggregate of size 10mm
8.C.C	1:3:6	40 mm		4 ½	1 ½		
9.C.C	1:3:6	20 mm			4 ½		1 ½
10.C.C	1:2:4	40 mm		2 ½	1		
11.C.C	1:2:4	10 mm			3		1
12.C.C	1:2:4	12.5 mm				3	1
13.C.C	1:1½: 3	20 mm			2		1

*Notes:* - the proportion indicated in the table III above are by volume. Their proportion may be varied somewhat by the Engineer in-charge after making sieve analysis of aggregates brought to the site, when considered necessary for obtaining better density and strength of concrete, void ratio in the tune 0- 25.

All in Aggregates: - If combined aggregates are available, they need not be separated into fine and coarse, but necessary adjustment may be made in the grading by the addition single sized aggregates. The grading of the all in aggregates when analyzed as described in I.S.: 2386 (Part I) shall be in accordance with Table IV.

Table IV

I.S. Sieve Designation	Percentage passing for all in aggregates	
	40mm Nominal	20mm Nominal
60 mm	100	
40 mm	95-100	100
20 mm	45-75	95-100
4.75 mm	25-45	30-50
600 mm micron	8-30	15-35
150 mm	0-6	0-6

Gravel, for use as coarse aggregates in cement work, must be hard, absolutely free from surface coating, and being broken the fractured surface must indicate a uniform and fine texture free from laminations or planes of weakness. It shall be thoroughly washed and free from any foreign elements.

All coarse aggregates for concrete work must be well graded. These shall be screened for removal of dust and if so necessary in the opinion of the Engineer – in – charge shall be washed at the cost and expense of the contractor.

A.3. Sand:

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

- (i) Sand for all cement concrete work must be coarse. The sand shall pass through a mesh, 4.75mm square measured in the clear. Sand shall not be used for concrete works if it contains more than 10 percent of fine grains passing through a 76-mesh sieve as used for cement test, nor should the fineness modulus be less than 2.00 unless specific permission is obtained from the Engineer-in-charge.
- (ii) Medium sand may be used for cement mortar, for masonry plaster etc. and also for bituminous works of road. Fineness modulus shall be between 2 to 1.8.
- (iii) Sand filling in plinth or foundation where specified, may be done with fine sand.

#### A.4. Cement:

Approved Brand of cement or supplied by the Department shall be used in work or brought to the site by the Contractor. Cement bags must be stored in a watertight shed having wooden floor or platform raised at least 50 mm from ground as approved by the Engineer in-charge. Cement which is partially set or which is lumpy or caked is to be treated as damaged and shall be remove from site immediately.

#### A.5. Steel:

All steel shall be clean and free from loose mill scales, dust, loose rust and coats of paints, oil or other coatings. Any scales or loose rust shall be removed before use, even though the Department may have supplied the same without any claims for extra charge for the same. No steel excepting those supplied by the Department shall be used in work or brought to site by the contractor.

#### A.6. Timber:

All timber shall be of best quality, well-seasoned and/or well treated for preservation and protection against decay etc. It shall be uniform substance, straight in fiber, free from large or dead knots, sap, flaws, sub-crack, shakes or blemishes of any kind. Any insect damage or splits across the grain shall not be permissible. The color of the timber shall be uniform throughout, firm and shining with silky luster when planed and shall not emit dull sound when struck.

#### A.7. Glass:

All glasses shall be of specified type, color, visibility and sound and shall be free from cracks, flaws, spick bubbles and blemishes and shall not weigh less than 7.4kg/sqm unless otherwise specified.

#### A.8. Timber:

Doors, windows etc. and their fittings:

- (i) Doors and windows shall be carried out as per detailed drawings or as directed by the Engineer in charge. Specified timber shall be used and it shall be sawn in the direction of the grains and be straight and square.
- (ii) Fittings shall be of iron, brass, and aluminum or as specified. These shall be well made, reasonably smooth and free from sharp edges, corners, flaws and other defects. Screws holes shall be finished countersunk to suit the head of the specified wood screws. Iron fittings shall be finished bright or black enameled or copper oxidized. Brass fittings shall be finished bright (bright) oxidized or chromium plated (electroplated) and aluminum fittings shall be bright or anodized, or as specified. Fittings shall be approved by the Engineer in charge before fixing. In case of renewal works, the new fittings shall as far as possible, match with the existing ones. Screws shall be driven home with screwdriver and not hammered in.

**A.9. Paint etc:**

All paints shall be delivered in strong containers, marked with the colour of the paint, brand, volume of paint content in litres, lead free content and of the best quality of approved make and brand as approved by the Engineer in charge. Under no circumstances shall the paint be diluted with linseed oil or otherwise. Any paint or enamel although of approved brand, which so hardened in the container that it cannot be readily broken up with stirrer to a smooth uniform painting consistency shall be rejected. Any paint or enamel too thick for proper brush application shall be rejected.

**A.10. Plumbing Components:**

All the G.I Pipes/UPVC pipes/CPVC pipes/PVC pipes/Motor pump and all the fittings to be used should be of the approved brand as specified in their respective BOQ and the Engineer in Charge will need to check and approved on this. Under no circumstances shall the quality/brand is low or appear to be broken.

**A.11. Tiles/Marble/Granite wherever necessary:**

Any flooring to be used by the above-mentioned materials such as tiles/Marbles/granite should be of the best quality and brand as specified in the BOQ. The materials should be carefully placed and compact at site. Under no circumstances shall the colour of the materials be allowed to appear faded/irregular/coherent/crack.

**A.12. Electrical Components:**

All the electrical components to be used have been specified in the BOQ with their brand and Standard. No low-quality material is allowed to be used. For installation of transformer the load has already been mentioned in the respective BOQ. For installing this, full responsibility is given to contractor to avail all the required documents for registration under the facility name, to purchase the required material for installation (whatever it takes) and to install everything up to the utilization stage then it can proceed to handover. Incase if the transformer is not yet working it cannot be allowed to proceed for handover.

**A.13. Structural Steel:**

All the Structural steel works, beam, joist, roof truss, railing etc to be used should be as per the dimension and brand specified in the respective BOQ. No Sub-Standard work to be allowed. The Joints should be properly weld without entrapping any moisture or air gap within and when used with bolt the bolt should be of standard size and affordable strength to withstand the load in a long term. In case of roofing the material type, thickness and brand should be followed carefully as specified in the BOQ and to be approved by the Engineer in Charge.

**(B) EXECUTION:**

General: - All works shall be carried out in proper workman like manner. Items of works not covered by the following, shall be carried out as per best practice according to the directions of the Engineer in charge and to his satisfaction. Unless otherwise specified in this section or in the description of item, the cost of all stages of works mentioned here under shall be deemed to have been included in the rates of items provided in the Schedule.

**B.1. Dismantling/Demolition**

Existing Buildings and structures within the boundary of the site, and as indicated in the drawings or as instructed by the Project Manager, shall be carefully and gradually dismantled or demolished, as the case may be.

- i) The contractor shall furnish to the Project Manager, a detailed scheme as well as a program of these works, at least one week prior to the commencement of the actual demolition works and get the later approval of the same.
- ii) On approval of the above program, the contractor shall serve notices to concerned authorities, owners, etc. as and wherever applicable, informing them of the proposed demolition and get their approval of the same, prior to the demolition/dismantling.
- iii) The whole of the building/structures that are to be demolished shall be evacuated and cleared off any valuable life and/or property to the satisfaction of the Project Manager. Where required, the employer shall provide alternative arrangements to house those who have been evacuated.
- iv) The site of demolition shall be well cordoned off from the other areas to the satisfaction of the Project Manager, with all necessary warning and signals, erected in the vicinity by the Contractor.
- v) Such of those parts of the building/structures that are likely to fetch some returns from the market and/or those parts which are likely to be reused elsewhere, shall be first carefully removed from the existing buildings and then stored away properly to the complete satisfaction of the Project Manager. Such parts shall include items like wood work, built in furniture, electrical fittings, sanitary wares etc. and all others that are listed out by the Project Manager.
- vi) The demolition work shall then commence preferably from the top and proceed downwards, gradually. In case of buildings comprising more than



one floor, the demolition shall commence from top and shall be dismantled floor by floor in such a way that all the debris are collected in the next lower floor. Dismantling of external walls/cladding shall be done from outside inwards. The dismantling of the next lower floor shall commence only after the clearance of all debris collected in that floor from the floor above, is completed.

All dismantling/demolition works shall include excavation of the ground, wherever necessary, to dismantle the existing foundations, and back filling, including compacting to the satisfaction of the Project Manager. The material used for back filling shall be as per specifications and as approved by the Project Manager. All dismantling/demolition works shall be carried out in such a manner, so as not to cause any damage, whatsoever, to the properties or persons in the vicinity of the site. If such damages occur, the contractor shall be liable for full reinstatement, of all such damages, at his own cost. All services, like electrical, water supply and sanitary lines/ connections, to the existing buildings or structures that are to be dismantled and/or demolished, shall be properly cut off at points as per the instructions of the Project Manager. If any such service lines are feeding adjacent plots/ sites/premises as well as within the premises, the contractor shall inform the Project Manager, well in advance, and shall follow up with the Authorities concerned, to provide necessary reconnections to the users of these service lines. Wherever applicable, the contractor shall apply for the various permits, for executing such works as may be required, from the relevant authorities.

B.2. (a) Excavation of foundation and filling up trenches:

- (i) Foundation when excavated to the level shown in the drawing will be shown to the Engineer in charge and if on account of bad ground or for any reasons what so ever he decides to go deeper with the foundation, the contractor shall excavate further to the depths required by the Engineer in charge. In no case shall the foundation soling or concrete be laid prior to receiving orders to that effect from the Engineer in charge or his authorized representative.
  - (ii) Excavating shall include throwing the excavated earth at least 1.00 meter or half the depth of excavation, whichever is more, clear of the edges.
  - (iii) The excavated areas around the foundation of the structures are to be filled up properly to the required earth obtained from excavation or other materials as directed well rammed with water and consolidated in layers not exceeding in layers not exceeding 150 mm at a time. The quantity for this items or work will be measured on the basis of quantity of excavation paid for less than the volume occupied by the structure in foundation.
- (b) (i) Shoring :- For loose earth and when depth of excavation exceeds 3 metres poling boards(vertical member) of 50 to 75 mm in thickness and 175 to 225 mm in width preferably of Sal wood are to placed close together and to be driven about 300 mm in the ground below the bottom of the trench with intermediate sal-bullah piling of dia not less than 100 mm at the rate of 900 to 1000mm center to be placed in between the vertical surface of trench and the poling boards and double struts of sal-bullah of not less than 100mm in width and 75 in thickness held horizontally between them.

- (b) (ii) For medium clay and when the depth of excavation exceeds 2metres but not exceeding 3metres single struts will be provided and sal-bullah pilling may not be placed. Other requirements are to be satisfied as (i) above.

B.3. Cement concrete works (plain or reinforced):

- (i) Shuttering and staging: Whenever necessary, shuttering and staging must be provided. Unless otherwise stated no payment will be made for such shuttering staging and the cost thereof will be deemed to have been covered by the rate for relevant finished item of work. Where payment shuttering has been specified, the rate shall be deemed to cover the cost of the necessary staging as well. Payment if any, for shuttering will be on the basis of surface area of shuttering in actual contact with concrete.

Shuttering may be of approved dressed timber true to line, not less than 25 mm thick. Surfaces to in contact with concrete are to be placed smooth except where otherwise stated. As an alternative, sufficiently rigid steel shuttering may be used. In every case, joints of the shuttering are to be such as to prevent the loss of liquid from concrete. In timber shuttering the joints shall therefore be either tongued or grooved or the joints must be perfectly closed and lined with craft paper or other types of approved materials. In case of steel shuttering also the joints are similar lined.

All shuttering and frame must adequately be stayed and braced to the satisfaction of the Engineer in charge for properly supporting the concrete during the period of hardening. It shall be constructed that it shall be removed without shock or vibration to the concrete.

Before the concrete is placed, the shuttering shall if considered necessary be coated with an approved preparation for prevention the adhesion of the concrete to moulds, and is to be of such a nature and so applied that the surface of the finished concrete is not stained. Care shall also be taken that such approved preparation shall be kept out of contact with the reinforcement.

In no circumstances shall forms be struck until the concrete reaches a strength of at least twice the stress of which the concrete may be subject at the time of striking.

Interior of all moulds and boxes must be thoroughly washed out with hose pipe or otherwise so as to be perfectly clean and free from all extraneous matter previous to the deposition of concrete.

All formwork shall be removed without shock or vibration. Before the formwork is stripped, the concrete surface shall be exposed where necessary in order to ascertain that the concrete has hardened sufficiently. In normal weather and with ordinary cement, vertical or side shuttering may be removed after three days and the bottom shuttering of horizontal members after fourteen days in case of slabs and twenty-one days in case of beams and cantilevers etc. from the date of placing the last portion of the concrete in the structures. The above period are the minimum and may be extended if found necessary. Before stripping the shuttering of the structural member, the contractor shall take previous permission of the Engineer in charge or his representative.

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

(ii) Scaffolding: the scaffolding must be strong and rigid, stiffed with necessary cross brace and always decked and boarded on the sills with close boarded ceiling and swings to prevent any injury to persons or materials. The contractor shall have to allow other traders to make reasonable use of his scaffolding as and when directed by the Engineer in charge.

If in the interest of the work the contractors have to erect scaffolding in other's properties including local bodies or corporation, the arrangement for the same including the cost of licensing fees etc., shall have to be borne by the contractor and the Department should be kept free from any liability in this account.

(iii) Mixing, placing and compacting: The proportion specified is by volume in dry condition of the different constituents.

Boxes of suitable size shall be used for measuring sand and aggregate. The unit of measurement for cement shall be a bag of cement weighing 50 Kg and this shall be taken as 0.0347 cubic metre while measuring the aggregate, shaking, ramming or hammering shall not be done. The proportioning of sand shall be the basis of its volume and in case of damp sand, allowances for bulk age should be made.

Normally, all structural concrete shall be mixed in mixture machine of appropriate proportion and shall have to be vibrated with suitable vibrator. Mixing shall be continued until there is a uniform distribution of the materials and the mass is uniform in colour and consistency, but in no case shall mixing be done for less than two minutes. The rates appearing in the Schedule of rates against such items are inclusive of hire and operational charges of such appliances. For particular jobs, the engineer in charge may allow hand mixing and or hand tapping of concrete. In case of hand mixing concrete, extra cement upto 10 percent over the standard requirement of cement for machine mix of particular mix shall have to be provided by the contractor at his own cost.

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

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

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

The total water content in each batch of concrete shall always be kept constant as the amount previously determined by experiments. The quantity of water to be actually added may, therefore, vary depending on the moisture content in the aggregates. In actual jobs if

the quantities of the ingredients remain constant, the amount of slump may be taken as good guide indicating the total water content in the mixture. The consistency and consequently the water content of the concrete shall, therefore, be kept constant and checked from time to time as work proceeds by means of standard slump tests. The slump tests shall be carried out with concrete immediately after it has been mixed and before any initial set has commenced, the sample being taken preferably at the point where the concrete is being delivered for placing in the moulds.

The moulds shall be filled about one fourth of its height, which shall then be tamped, using 25 strokes of 16 mm diameter steel rod 60cm, long and bullet pointed at the lower end. The filling shall be complete in successive layers similar to the first and the top struck off so that the mould is exactly filled.

The mould shall then be removed by raising vertically immediately after filling. The moulded concrete shall then be allowed to subside and the height of the specimen measured after coming to rest.

The consistency shall be recorded in terms of millimeters of subsidence of the specimen during the rest, which is known as slump.

The following slumps shall be adopted for works.

Sl. No	Type of work	Slump	
		When vibrators are used	When vibrators are not used
1.	Mass concrete in foundation, footings, retaining walls and pavements	10 to 25 mm	50 to 75 mm
2.	Mass concrete in R.C.C. foundation footings and retaining walls.	10 to 25 mm	80 mm
3.	Beams, slabs, and columns simply reinforced	25 to 40 mm	100 to 125 mm
4.	Thin R.C.C. section or section with congested steel.	40 to 50 mm	125 to 150 mm

#### Strength Requirement of Concrete (in Kg./sq.cm)

Grade of concrete	Comprehensive strength of 15 cm cubes		
	Work test min at 7 days	Work test min at 25 days	Preliminary test min at 28 days
M 100 (1:3:6)	70	100	135
M 150 (1:2:4)	100	150	200
M200 (1:11/2:3)	135	200	260

Concrete shall be handed from place of mixing to the place of final deposit as rapid as practicable by methods, which will prevent the segregation or loss of the ingredients. It shall be deposit as nearly as practicable in the final position to avoid rehandling of flowing. Unless specially permitted by the Engineer in charge, concrete shall not be dropped freely from a height of more than 2 metres.

Before placing the concrete, the moulds shall be cleaned of shavings pieces of woods or other rubbish. When placing the concrete, the finer materials must be carefully worked against the moulds so that the faces of concrete shall be left perfectly smooth and free from honey combing upon withdrawal of the moulds. Any defect in this respect must be dealt with by the contractor as directed by the Engineer in charge without any extra charge thereof.

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

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

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

(iv) Protection and Curing: the contractor shall adequately protect freshly laid concrete about 1 to 2 hours after its laying, from too rapid drying due to sunshine, drying winds, etc., and also from rains or surface water and shocks. About 24 hours after laying of concrete, the surface shall be cured by flooding with water of minimum 25 mm depth or by covering with wet absorbent materials. The curing shall be done for a minimum period of 10 days. Over the foundation concrete, the masonry work may be started after 48 hours of its laying but the curing of concrete shall be continued along with masonry work for a minimum period of 10days.

In case of cement concrete used as sub-grade for flooring, flooring maybe commenced within 48 hours of the laying sub-grade. In case it is not possible to do so, due to exigencies of work, sub-grade shall be roughened with a steel wire brush without disturbing the concrete, wetted and neat cement slurry at the rate of 2.75 kg of cement per-square meter applied to the base before laying floor, and will be paid separately with the specific order

of the Engineer in charge. The curing is to be continued along with the top layer of flooring for a minimum a period of 10days.

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

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

- (vi) For R.C.C. works, (where concrete is specified by strength) the mix should not be leaner than 1:2:4 so as to give ultimate crushing strength not less than 200 kg/sq.cm at 28 days cured under field condition, the mix of the concrete is to be adopted and the slump is to be so allowed as to give specified strength and proper work ability at the existing site conditions. Contractor shall remain fully responsible for producing concrete of specified strength in the actual job and therefore cast at his own cost test specimens 15 cm dia and 30 cm high cylinder or 15 cm cube (minimum one set of 4 nos per day) during work and cure the same in similar way as for laid concrete for being tested for strength. Each set of test specimen shall be taken to cover the quantity of concrete laid on the job during the period from the time of taking the previous set of specimens and the quantity will get estimated by the Engineer in charge from record maintained by him.

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

- (a) When the job concrete is placed by ordinary methods, the test specimens shall be moulded by placing the fresh concrete in the mould in three layers, each approximately one third of the volume of the mould. In placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete there slides from it in order to ensure the uniform distribution of concrete within the mould. Each layer shall be rodded 25 times with a 16mm rod 60 cm in length, bullet pointed at the lower end. The strokes shall be distributed in a uniform manner over the cross section of the mould and shall penetrate into the underlying layer. The bottom layer shall be struck and rodded, throughout its depth. After the top layer has been rodded, the surface of the concrete shall be struck off with a trowel and covered with a glass plate at least 6.5 mm thick or a machine metal plate, which may later be used in capping the cylindrical test specimens. The whole process of the moulding shall be carried out in such a manner as to preclude the alteration of water cement ratio on the concrete by loss of water either by leakage from the bottom or overflow from the top of the mould.
- (b) When the job concrete is placed by vibration and consistency of the concrete is such the test specimens cannot be properly moulded by hand rodding as described under (a) above the specimens shall be vibrated to give a compaction corresponding to that of the job concrete. The fresh concrete shall be placed in the mould in two layers each approximately half the volume of the mould. In

placing each scoopful of concrete, the scoop shall be moved around the top edge of the mould as the concrete there slides from it, in order to ensure a symmetrical distribution of concrete within the mould. Either internal or external vibrators may be used. The vibration of each layer shall not be continued longer than is necessary to ensure the required density. Internal vibrators shall be of appropriate size and shall penetrate only the layer to be compacted. In compacting the first layer, the vibrators shall not be allowed to rest on the bottom of the mould. In placing the concrete for the top layer, enough concrete shall be added to bring the level above the top of the mould. The surface of the concrete shall then be struck off with a trowel and covered with a glass or steel plate as specified under (a) above. The whole process of moulding shall be carried out in such manner so as to preclude the alteration of water cement ration of the concrete by loss of water either by leakage from the bottom or overflow from the top of the mould application as per rules in each for all test specimens whatsoever. The contractor shall be responsible for proper packing of the specimens at his own cost, for safe and convenient transport of the same from the site to the testing laboratory.

- (vii) Field Test to be conducted: The Contractor is required to perform the Test for workability/Slump Test as per IS 1199:1979 of every concrete mixed and the Engineer in charge need to keep the records of every slump test perform. Preferable limit of slump is 25mm-50mm.

#### B.4 Class Brickwork:

Cement mortar shall be prepared by mixing sand and cement in specified proportion. Sand shall be measured on the basis of its dry volume. In case of damp sand, its quantity shall be increased suitably to allow for bulkage.

Bricks used for masonry in cement mortar shall be thoroughly soaked in clean water for at least an hour immediately before use, the (the absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking) the soaked brick shall be kept on a plat-form free from dirt, mud or any foreign element.

Brick works shall be laid in English Bond. The brick shall be laid by carrying method. A layer of mortar shall spread on full width for suitable length of the lower courses. Each brick shall first be laid so as to project over the one below, both at the end and at side, then pressed into the mortar and shoved into final position so as to embed the brick and to fill its inside face fully with mortar. Cuts bricks shall not be used except where necessary.

The walls shall be taken up truly plum bob. The thickness of brick courses shall be kept uniform and for this purpose wooden straight edge with graduations giving thickness of each brick course including joints shall be used. Also, course shall be laid truly horizontal and all vertical joints shall be truly vertical. Vertical joints in alternate course shall come, directly one over the other. A set of tools comprising widen straight edge, masons spirit level, square half meter rule, line and pin, string and plum shall be kept for every 3 masons for frequent checking during possible the work faces found not in plumb shall be dismantled.

Both faces of walls of thickness greater than 25cm (10") shall be kept in proper place. As the connected brick works shall be carried up early at one level and no portion of the

work shall be left more than one metre below the rest of the work. Where this is not possible the work shall be raked according to bond (and not left toothed) at an angle not steeper than  $45^{\circ}$ .

Brick shall be laid that all joints are quite full mortar. The thickness of joints shall not exceed 10 mm (2/5"). Bricks shall be laid with frogs upwards except in the top course where from shall be placed downwards. The face joints shall be raked to a minimum depth of 15mm (3/5") by raking tools daily during the progress of work when the mortar is still green so as to provide proper key for plaster or pointing to be done. Where plastering or pointing is not required to be done, the joint shall be struck flush and finished at the time of laying.

The face of brick work shall be cleaned the very day the brick work is laid daily and all mortar droppings removed.

Green work shall be protected from rain by suitable covering. The brick work shall be kept for a period of at least 7 days. The top of masonry work shall be left flooded at the close of the day.

Scaffolding shall be sound and strong and holes in masonry work for supporting the scaffolding shall be filled and made good before plastering.

#### B.5. Damp proof course:

This shall be laid to the specified thickness over walls for the full thickness of the super structure walls. The surface shall be leveled and prepared before laying cement concrete. Edges of damp proof course shall be straight, even and vertical. Side shuttering shall consist of wooden form and shall be strong and properly fixed so that it does not get disturbed during compacting and the mortar does not leak through. The concrete mix shall be of workable consistency and shall be tamped thoroughly to make a dense mass when the sides are removed, the surface should come out smooth without any honeycombing. The damp proof course shall be laid continuous and the surface shall be double chequered. Damp proof course shall be cured for at least seven days, after which it shall be allowed to dry. Water proofing materials of approved quality shall be added to the concrete mixture in litres or kg per 50 kg of cement and will be paid for separately.

#### B.6. Cement Plaster:

The proportion of mortar for exterior or interior plaster shall be specified in the items of works. The plaster shall be of thickness as specified and surface shall be similarly cured as for cement concrete. The moulding shall be carried out as shown in the drawing and shall be separately measured in overall length unless otherwise specified in the items. Interior corners and edge of openings if so, directed by the Engineer in charge shall be rounded off or chamfered with the same mortar for which no extra payments will be allowed. All cement concrete surface should be chipped off properly before taking up the plastering.'

#### B.7. Artificial stone flooring:



The artificial stone flooring shall be laid in panels of shape and size as directed. The casting of the panels will be so programmed as to prevent bonding on the freshly laid panel with adjacent panels.

Unless otherwise specified, the underlay shall be with graded stone chips 12mm down. Thickness of topping shall be 10 mm thick and coloring pigment as may be required shall only be added with topping. The topping and the underlay shall be laid in one operation. After laying the “underlay”, the surface shall be left out to dry. The topping shall not be laid only after the under lay has sufficiently dried and initially set and after thoroughly brushing with hard wire brush and sweeping clean and after application of slurry. The topping shall be finished with an English trowel and a piece of clean and dry linen. During all the stages, the required level shall be carefully observed and maintained. Suitable grading where required shall be provided in the flooring for water drainage as directed by the Engineer in charge.

The corner between floor and wall shall be rounded off as directed by the Engineer in charge for which no separate payment shall made. All cement concrete surface should be chipped of properly before taking up flooring work.

#### B.8. Rain water pipes:

The rainwater shall be of materials and of size as specified. All rain water pipes shall have suitable grating as directed at the inlet openings at roof and shall be fitted and fixed in proper position with necessary offsets, clamps, shoe, Y-junction and other accessories as required and as directed by the Engineer in charge. The pipes are to be fixed to walls in cement mortar (1:4) with necessary clamps, nails, suitable teak wood blocks being fixed on the walls to receive the nails. Y-unction should be used at the top of the pipe and the vertical leg thereof shall be provided with a cowl. All joints are to be properly packed. In case the hole is made much larger than size of the pipe, cement concrete (1:2:4) shall be used to fill the annular space. The pipes with fittings etc are to be painted with 2 coats of paint.

#### B.9. White washing, colour washing:

Preparation of surface: All surfaces for white washing, colour washing painting shall be thoroughly brushed free from mortar droppings and foreign matter and prepared to the satisfaction of Engineer in charge before application of the treatment.

Before white washing, all the nails etc have to be removed from the walls and mall nails or other holes, small depressions or damage in plaster or wall surface shall be filled or repaired to original condition with lime paste.

Old surface spoiled by smoke and greasy soot shall be sprinkled with surki and water and rubbed with brick bats or steel wire brushes or steel scrapers. The surface shall then be broomed to remove all dust and shall be washed with clean water.

Preparation of white wash: The white washing is to be with 5 parts of stone lime and one part of shell lime with necessary gum (2 kg per cum of lime) using indigo as necessary and to be mixed as per standard practice.

Preparation of colour wash: colour washing shall have a primer of white wash and shall be of shade as approved by the Engineer in charge. Sufficient quantities of colour wash

enough for a complete job shall be prepared in one operation to avoid any difference in shade.

“Procedure and preparation of the surface shall be same as in white washing”.

Application of white wash and colour wash: The operation for each coat shall consist of four consecutive strokes of the brush, one horizontally from right to left and the next from left to right and the third stroke bottom upward and the fourth top downward before the previous stroke dries. Each coat shall be allowed before the next coat is applied. No portion of the surface shall be left out initially to be patched up later on. The brush shall be dipped in white wash or colour wash press lightly against the wall of the container and then applied by lightly pressing against the surface with full swing of hand.

The white wash on ceiling should be done prior to that on walls.

Protective measures. Surfaces of doors, windows, floors, articles of furniture, beams, burghas etc. and such other parts of the building not to be white or colour washed shall be protected from being splashed upon, such surfaces shall be cleaned of white or colour wash splashes if any.

#### B.10. Distempering:

Dry distempering of approved brand and manufacture shall be used. The shade shall be got approved from the Engineer in charge before application of the distemper. The dry distemper shall be stirred slowly in clean water using 6 deciliters (0.60 lits) of water per kg of dry distemper or as specified by the makers, warm water shall preferably be used. It shall be allowed to stand for at least 3 minutes (or if practicable overnight) before use. The mixture shall be well stirred before and during use to maintained an even consistency, distemper shall not mixed in larger quantity than is actually required for one day's work.

Before new work is distempered, the surface shall be thoroughly brushed free from mortar dropping and other foreign matter and san papered smooth. New plaster surfaces shall be allowed to dirt for at least two months, before applying distemper. In case of old work, all loose pieces and scales shall be removed by sand papering. The surface shall be cleaned of all grease, dirt etc., pitting in plaster shall be made good with plaster of Paris mixed with dry distemper of the colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. A coat of the distemper shall be applied over the patches. The surface shall be allowed to dry thoroughly before the regular coat of distemper is applied. The priming coat of whiting shall be applied and not white washing coat shall be used as a priming coat for distemper.

Whiting (ground white chalk) shall be dissolved in sufficient quantity of warm water and thoroughly stirred to form a thin slurry which shall then be screened through a clean coarse cloth. Two kg, of gum and 0.4 kg copper sulphate dissolved separately in hot water shall be added for every cum of the slurry, which shall then be diluted with water to the consistency of milk so as to make a wash ready for use.

The treated surface shall be allowed to dry before distemper coat is given. In case of new work, the treatment shall consist of a priming coat of whiting followed by the application of two or more coats of distemper till the surface shows an even colour. For

old work the surface is to be prepared as described above and one or more coats of distemper shall be applied till the surface attains an even colour the application of each coat shall be as follows – The entire surface shall be coated with mixture uniformly, with proper distemper brushes (ordinary white wash brushes shall be not allowed) in horizontal strokes followed immediately by vertical ones which together shall constitute one coat. The subsequent coats shall be applied only after the previous coat has dried. The finished surface shall be even and uniform and show no brush marks. Enough distemper shall be mixed to finish one room at a time. The application of a coat in each room shall be finished in one operation and no work shall be started in any room, which cannot be completed the same day. After each day's work the brushes shall be washed in hot water, and hung down to dry. Old brushes, which are dirty or caked with distemper, shall not be used.

#### B.11. Painting:

All surfaces for painting shall be properly sand papered and cleaned where necessary good quality putty shall be used to hide all holes, cracks, open joints etc. the rate for painting includes such work.

Paint shall be applied with approved brushes and surface shall be sand papered after every coat. All work when completed shall present a smooth, clean solid and uniform surface, to the satisfaction of the Engineer in charge.

(a) Primer – All surfaces for painting, if they are new should have a coat of priming before application of the paint. Old surface where existing paints have been completely worn out owing to long use should also receive a coat of priming before application of fresh painting.

- (i) Wood primer – Wood primer of approved brand and manufacture is to be applied on the wooden surface, which should be free from moisture and loose particles.
- (ii) Steel primer – For steel surface red oxide primer, zinc chromate primer of approved brand and manufacture and as per direction of the Engineer in charge is to be applied in the surface. The surface should be made free of grease, rust, moisture and loose particles.
- (iii) Cement primer coat (Alkali Resisting Primer) – Cement primer coat is to be used as base coat on wall finishes of cement, lime or lime cement plaster or on existing asbestos cement surface before application of any wall coating e.g., oil bound distemper, oil-based paint, synthetic enamel, plastic emulsion etc. on them. The cement primer is composed of a medium and pigment which are resistant to the Alkalis present in the cement, lime or lime cement in wall finish and provides a barrier for the protection of subsequent coats of oil bound distemper of paints priming coat shall be preferably applied by brushing and not spraying. Hurried priming shall be avoided particularly on absorbent surface. New plaster patches in old work before applying oil bound distemper paint, etc., should also be treated with primer. The surface shall be thoroughly cleaned of dust, all white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It

shall then be sand prepared to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of Paris mixed with water on the entire surface including filling up the undulation and then sand papering the same after it is dry. The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be given first, vertical strokes shall be applied immediately after leaving no brush marks. It shall be allowed uniform glossy surface.

- (b) Synthetic Enamel Paint – Synthetic enamel paint of approved brand and manufacture and or required shade shall be used for the top coat of shade to match the top coat as recommended by the manufacture shall be used. Under coat of the specified paints of shades suited to the shade of the top coat shall be applied and allowed to dry overnight. It shall be rubbed next marks and all loose particles dusted off. Top coats of specified paints of the desired shade shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be given first, vertical strokes shall be applied immediately after leaving no brush marks. It shall be allowed uniform glossy surface.
- (c) Aluminium paint – Aluminium paint of approved brand and manufacture shall be used, the paints come in compact dual containers with the paste and the medium separately. The two shall be mixed together to a [proper consistency before use. Each coat shall be allowed to dry for 24hours and lightly rubbed with fine grade sand paper and dusted before the next coat is applied. The finished surface shall present an even and uniform appearance. As aluminium paint is likely to settle in the container, care shall be taken frequently stir the paint during use. Also, the paint shall be applied and laid off quickly as surface is otherwise not easily finished.
- (d) Plastic (Acrylic) Emulsion paint - Plastic (Acrylic) Emulsion paints are not suitable for application on external surface, which are liable to heavy condensation and are to be used generally in internal surface. For plastered surfaces, a cement-priming coat at required shade shall be used. The paint will be applied in the usual manner with brush or roller. The paint dries by evaporation of water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the under coat which is applied on the absorbent surface. The quantity of thinning of emulsion is to done with water and not with turpentine. The quantity on thinning to be added shall be as per manufacturer's instructions. The surface on finishing shall present a flat, velvety, smooth finish. If necessary, more coats will be applied till the surface present a uniform appearance.

Precaution:

- (i) Old brush if they are used with emulsion paints should be completely dried of turpentine or oil paints by washing in warm soap water. Brushes should quickly wash in water, immediately after use and kept immersed in water during break periods to prevent the paints from hardening on the brush.
- (ii) In the preparation of the walls for plastic emulsion painting, an oil base putty

shall be used in filling cracks, holes, etc.

- (iii) Splashes in floors, etc. shall be cleaned without delay, as they will be difficult to remove after hardening.
- (iv) Washing of surface treated with emulsion paints shall not be done within 3 to 4 weeks of application.

(e) Varnishing: - Varnishing for the under coat shall be flatting varnish of the same manufacture as the top coats. New woodwork to be varnished shall be finished smooth with a carpenter's plane. Knot shall be cut to a slight depth. Cracks and holes shall be cleaned of dust. The knots cracks, etc., shall then be filled in with wood putty.

The varnish shall be applied liberally with a full brush and spread evenly with short light strokes to avoid frothing. If the work is vertical, the varnished shall be crossed and re-crossed and then laid off, the latter being finished on the upstroke so that varnish as it sets, flows down and eliminates brush marks. The above process will constitute one coat. If the surface is horizontal, varnish shall be worked in every direction with light quick strokes and finished in one definite direction so that it will set without showing the final coat, with fine sand paper. The work shall be allowed to dry away from draught damp air. The finished surface shall then present a uniform appearance and a fine glossy surface free from streaks, blisters, etc. Any varnish left over in the small container shall not be poured back into the stock tin, as it will render the latter unit unfit for use. Special fine haired varnishing brushes shall be used and not ordinary paint brushes. Brushes shall be well formed and perfectly clean.

(f) Oiling with raw Linseed oil: - Raw linseed oil shall be lightly viscous but clear of yellowish colour with light brown tinge. Its specific gravity at a temperature of 30°C shall be between 0.923 and 0.928. The oil shall be mellow and sweet to the taste with very little smell. The oil shall be of sufficiently matured quality. Oil turbid or thick, with acid and bitter taste and rancid odour and which remain sticky for a considerable time shall be rejected. The oil shall be of approved brand and manufacture. The wood work shall be cleaned of all smoke and grease by sand papering or by washing with lime and water. The surface shall be washed with soap and water and completely dried. The oil shall be applied freely with brushes (not rags) and spread evenly and smooth until no more oil is absorbed. Each subsequent coat shall be applied after the previous coat is thoroughly dried and, in any case, not before 24 hours of application of the first coat. Work after completion shall not be patchy and sticky to the touch and shall present a uniform.

(g) Wax Polishing: - wax polishing shall be done with materials of approved brand and manufacture. Preparation of surface will be same as for varnishing. The polish shall be applied evenly with a clean soft pad of cotton cloth in such a way that the surface is completely and fully covered. The surface is then rubbed continuously for half an hour. When the surface is quite dry, a second coat shall be applied in the same manner and rubbed continuously for one hour until the surface has assumed uniform gloss and is dry, showing no sign of thickness. The final polish depends largely on the amount of rubbing which should be continuous and with uniform pressure with frequent changes in the direction.

(h) French polishing: - Pure shellac varying from pale orange to lemon yellow

colour, free from resin or dirt shall be dissolved in methylated spirit at the rate of 150gm of shellac to 1 litre of spirit. Suitable pigments shall be added to the required shade. The surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots if visible shall be covered with a preparation of white cement and glue size laid on while hot. Holes and indentations of the surface shall be stopped with glazier's putty. The surface shall then be given a coat of wood filler made by mixing whiting (ground chalk) in methylated spirit at the rate of 1.4 kg of whiting per liter of spirit. The surface shall again be rubbed down perfectly smooth with glass paper and wiped clean. A pad of woolen cloth covered by a fine cloth shall be used to apply the polish. The pad shall be moistened with the polish and rubbed hard on the wood in a series of overlapping circles applying the mixture sparingly but uniformly over the entire area of an even level surface. A trace of linseed oil, on the face of the land facilities this operation. The surface shall be allowed to dry and the remaining coats applied in the same way. To finish off the pad shall be covered with a fresh piece of clean fine cotton cloth, slightly dampened with methylated spirit and rubbed lightly and quickly with circular motions. The finished surface shall have a uniform texture and high gloss.

(i) Flat Wall painting: - The printing coat shall consist of "Distemping primer or cement primer" the flat wall paint shall be of approved brand and manufacture and of required shade. The surface shall be prepared as described in sub-head "Cement primer coat" Flat wall paint shall normally be applied on walls 12 months after their completion (in case of new work) in which case distemper primer will be sufficient. If the walls are to be painted earlier the primer coat shall consist of cement primer.

When the surface is dry, painting with the wall paint in uniform and layers will be done to the required number of coats. Each shall be allowed to dry overnight and lightly rubbed with very fine grade of sand paper and loose particles brushed off before the next coat is applied. If after the final coat of wall paints the surface obtained is not up to the mark, further one or more coat as required shall be given to obtain a smooth and even finish at the cost of the contractor. If primer of wall paint gets thickened, it shall be thinned suitably with the thinner as recommended by the manufacturer.

#### B.12. Terrazzo Flooring (Cast in situ): I.S. 2114-1962

- (a) (i) The aggregates with terrazzo topping shall be marble aggregates of required colour. Marble powder used in terrazzo shall pass through I.S. sieve 30.
- (ii) Aggregates for terrazzo under layer as well as the base concrete shall conform to the requirement of ordinary cement concrete.
- (b) Cement used for floor-finished work shall be ordinary cement or white cement of approved quality.
- (c) Pigments incorporated in terrazzo shall be of approved and brand of permanent colour.
- (d) The dividing strips may be of copper, brass, aluminium, plastic, glass or similar materials. Metallic dividing strips shall have a protective coating of bitumen. The thickness of strip shall not be less than 1.5 mm and width not less than 30mm.
- (e) (i) The base concrete shall be clean cement concrete of mixture 1:5:10 or lime

concrete and thickness shall not be less than 100mm.

(ii) The cushioning layer shall preferably be lime concrete and thickness shall be not less than 75 mm.

(iii) The under layer shall be of cement concrete of 1:2:4 size of coarse aggregates not exceeding 10 mm. The thickness of Terrazzo topping shall be not less than the following depending upon the grades and size of chips used.

Grade No.	Size of	Minimum thickness of
1	2	3
00	1 to 2 mm	6 mm
0	2 to 4 mm	
1	4 to 7 mm	9 mm
2	7 to 10 mm	12 mm

- (f) The mix for terrazzo topping shall consist of cement with or without pigments marble powder, marble aggregates and water. The proportion of cement and marble powder shall be 3 parts of cement and one part of powder by WEIGHT. For every part of cement marble powder mix the proportion of aggregates by VOLUME shall be as follows depending upon the size and grade of marble aggregates.

Size of Aggregates	Proportion of aggregates to binder
For grades 00.0 and	1 ¾ parts
2	1 ½ parts

- (g) The proportion of cement shall be inclusive of any pigments added to cement. The proportions in which pigments are mixed with ordinary cement or white cement to obtain different colour to the binder shall be as specified in the following table:

Colour pigment to be used		Proportion of	Proportion of ordinary Portland cement	Proportion of whit cement
Red	Red oxide of Iron	1	15 to 20	Nil
Black	Carbon black	1	25 to 40	Nil
Pink	Red oxide of Iron	1	Nil	100 to 400
Cream	Yellow oxide of Iron	1	Nil	100 to 400
Yellow	Yellow oxide of Iron	1	Nil	25 to 75
Ligh	Green chromiu	1	Nil	50 to 150
Grey		Ni	1 to 2	1

- (h) (i) Terrazzo topping shall be laid while the under layer is still plastic but is hardened sufficiently, normally between 18 and 24 hours. After the laying of the under layer, Terrazzo topping may be laid. Cement slurry, preferably of the

same colour as the topping shall be brushed on the surface immediately before laying is commenced. The terrazzo topping shall be compacted thoroughly by tamping or rolling and trowelled smooth. Excessive trowelling or rolling in early stages is to be avoided. The compaction shall ensure that air is cleared from the mix.

(i) The surface shall be left dry curing for a duration of 12 to 18 hours and then be cured by allowing water to stand in pools over it for a period of not less than 4 days.

(ii) Grinding and polishing may be done with carborandom stone of grit size of 60 and 80 respectively. After each grinding the surface shall be washed clean and grouted with neat cement grout of the same colour (without marble powder) of cream like consistency and then shall be allowed to dry for 24 hours and wet cured for 4 days. The third grind shall be done with carborandom stone of grit size 120 to 150 and the surface shall then be washed clean and allowed to dry for 11 hours and wet cured for 4 days. The fourth grinding shall be done with carborandom stone of grit size 320 to 400 and the surface shall then be washed clean and rubbed hard with felt and slightly moistened oxalic acid powder (9.5 grams of oxalic acid solution and dried).

#### B.13. Doors, Windows, Frames and Shutters:

All doors, windows, frames must have plaster rabbet 12 x 12 mm and rabbet for receiving shutters at least 12 mm deep. Wood work shall not be painted, oiled or otherwise treated before it has been approved by the Engineer in charge. All portion of timber abutting against or embedded in masonry or concrete shall be painted with boiling coal tar, before being placed in position. In place of coal tar, use of approved wood primer shall be permitted. In case of door frames without sills, the vertical members shall be buried in floor 40 mm deep. Where sills are provided these sills shall be sunk in the floor to 40 mm depth and shall rest on damp proof course. Sills shall be provided, where so directed. The door frames without sills while being placed in position shall be provided, with temporary wooden bracing or dry bricks well wedged between the styles at the sills level. These shall be retained to keep frames from warping during construction. The frames shall also be protected from damages during construction. The shutters shall be so fixed that while closing, the left-hand leaf of the shutters is closed first and the right-hand leaf of shutter overlaps on the left-hand leaf. The overlapping shall be minimum 200 mm solid wood panels shall be made out of one or more pieces of timber of not less than 125 mm in width. In order to avoid warping splitting and cracking normally piece not exceeding 200 mm in width should be used. When made from more than one piece, the pieces shall be joined with continuous tongued and grooved joint, glued together and reinforced with metal dowels. The grains of the solid panel shall run along the longer dimension of the panel. The corners and the edges of panels shall be finished as shown in drawings and these shall be feather tongued into styles and rails. Sash jars shall have mitred joints with the styles. In measuring the width and thickness of styles and rails a tolerance can be allowed up to 1 mm styles and rails shall be properly and accurately mortised and tenoned. Rails which are more than 180 mm in width shall have two tenons styles and end rails of shutter shall be made out of one piece only. Lock and intermediate rails exceeding 200 mm in width may be made



out of one or more pieces of timber but the width of each piece shall not be less than 75 mm. Where more than one piece of timber is used, they shall be joined with metal dowels at regular intervals not exceeding 200 mm or pinned with not less than three 40 m rust proof pins of the lost head type. Joined pieces of timber shall belong to the same species. The tenons shall pass clear through styles when assembling a leaf, styles shall be left projecting as a horn. The styles and rails shall have 12 mm groove in paneled portion for the panel to fit in. the joinery work shall be assembled as passed by the Engineer in charge and then the joints shall be pressed and secured by bamboo pins of about 6 mm diameter. The horn of styles shall be sawnoff.

Glass panes shall be fixed by wooden beading having mitre joints. A thin layer of putty shall be applied between glass panels and sash bars and also between glass panes and the beading. Doors, Window clamps or Holdfasts:

- (a) Unless otherwise specified the clamps shall be fixed to other side of the frame with screws. For the purpose of receiving clamps a recess of at least 12 mm deep of suitable size shall be cut out into the frame. After fixing the frame true to plumb with the clamps, the exposed clamps shall be covered by the thin wooden covering fixed with screws.
- (b) The side of the door, window frames which remain in contact with masonry shall invariably be painted with a protective coat of paint.

B.14. Schedule of fittings:

- (i) Fittings shall be of iron, aluminium or as specified. These shall be well made, reasonably smooth and free from edges, corners flaws and others defects. Screw holes shall be counter sunk to suit the head of the specified wood screws. All hinge pins shall be of steel and their riveted heads shall be well formed. Iron fittings shall be finished bright and bleak enameled or copper oxidized. Brass fittings shall be finished bright (brass) oxidized or chromium plated (electro plated) and aluminium fittings shall be finished bright or anodized or as specified. Fittings shall be approved by the Engineer in charge before fixing.
- (ii) Screws used for fittings shall be of the same metal and finish as the fittings. However, anodised brass screws or chromium brass shall be used for fixing aluminium fittings.
- (iii) Fittings shall be fixed in proper position as shown in the drawings or as directed by the Engineer in charge. These shall be truly vertical or horizontal as the case may be. Screws shall be driven home with screwdriver and not hammered in. Recess shall be cut for the exact size and depth for the counter sinking of hinge.

- **Repair and Renovation:**

Prior to repair work the room should be emptied. While taking up the work the original form of the structures should be well maintain. Care should be taken not to allow any endanger threat pose to the patient or workers. In case if any damage causes due to the repair work, it is the responsibility of the contractor to put it back to its original form without any additional cost to be incurred. (As it is a Health Facilities during repairing work we should take into consideration that it would affect the operational work of the Facilities of CHC/PHC/SC).

The Contractor should provide the repair methodology/ procedure to the Employer before starting of the repair and renovation work. The statement should include-

- areas of work,
- components that are repaired,
- areas of "Restriction" for Employer, hospital staff and patient movement,
- Safety precautions being taken to ensure structural and human safety
- Shut Downs needed (if any) and the time of shut down

While undertaking structural repair necessary supports to adjacent structural element, appropriate scaffolding and requisite barricading must be provided.

- **Flooring and Cladding:**

While doing the flooring, compaction should be done properly keeping in check not to entrap air void or big size aggregate which will further create irregularity/speedy damage in the future. The mix should be of proper proportion as specified in the BOQ and the cutting should be sharp and uniform. Boundary should be well maintained.

- **Plumbing:**

While implementing the work minimum number of edges/corner/bending should be prefer to avoid blockage/slow discharge water. The material should be properly check before fixing and air trap should be release. In case of external water supply the G.I pipes route should be carefully check and locate to prevent from external damage such as corrosion, external load exposure etc.. The Plumber who work for the plumbing work should be a well trained and certified person of ITI.

All piping works should be water tested or smoke tested as the case may be to check the integrity of the joints. The testing has to be done in totality to the satisfaction of the Employer.

- **Electrical and HVAC:**

While fixing and connecting the electrical components, care should be taken not to expose it directly to the natural disturbance such as rain, moisture, and it should be out of reach for children. In case of transformer installation, it should be within the protection boundary of itself with proper signboard of danger Zone/prohibited to enter. Also, under no circumstances the electrical component is allowed to exposed naked, proper electrical earthing/chemical earthing and protection cover should be kept. The electrician who work for the electrical work should be a well trained and certified person of ITI.

Necessary testing of electric wiring continuity test, electrical installation like Insulation resistance test, earth continuity test and tests applicable as per codal provision

- **Structural Steel Work/Roofing Work:**

Structural steel work should be properly implemented as per Indian Standard Code of Steel fabrication. Roofing sheet joint should be kept at minimum width

as per specified in the BOQ. Proper fitting of bolt should be check and welding should not entrap air/moisture inside.

**C. MODES OF MEASUREMENT:**

General: - Unless specially mentioned otherwise, the following modes of measurement shall be adopted.

**C.1. Bricks Walls:**

- (a) With conventional bricks – (9 ¾" x 4 ¾" x 2 ¾" or 239 mm x 119 mm x 69mm).

The thickness of brick wall made with one brick laid on edge (with the long side parallel to the length of the wall) shall be measured as 75 mm. Similarly, a wall made with one brick laid flat (with the long side parallel to the length of the wall) shall be measured as 125 mm. One brick thick wall (with the length of brick parallel to the thickness of the wall) shall be measured as 250 mm.

- (b) The width of lintels, etc., covering the entire thickness of brick wall shall also be measured as equal to corresponding wall thickness.
- (c) Net measurement of all walls will be taken after deduction of all openings, etc. This applies to 125 mm, 100mm thick, 75 mm thick walls also. Parapets (upto 1060 mm – height) will be measured along with the brick work of the floor just below the roof and will be paid for at the same rate.
- (d) No extra will be paid for curved or chamfered work even though it may necessitate cutting of bricks. For small curves or chamfers the Engineer in charge may, at his discretion allow measurement in the square (i.e. without deduction for the quantity removed for forming the small curve or chamfer).

**C.2. Concrete Plain or Reinforced:**

Finished net measurement will be taken after deduction of large holes, rebates, etc. but without deduction for the volume of reinforcement if any, in the concrete.

**C.3. Reinforcement:**

The measurement will be on the basis of calculated weight of reinforcement only (i.e. without considering the weight of tying wires) actually consumed in the finished work as per drawing and design or as per direction of the Engineer in charge. If the length of any rod be more than shown in the drawing but has been allowed to be used, the length will be taken as the length shown in the drawing. Hooks and laps as per standard will be reassured and paid for.

**C.4. Plaster lime punning, plaster of Paris rendering:**

For measurement of plaster (exterior or interior) deduction is to be made for door, window or opening of similar dimension and allowance is to be made for jambs, sills and soffits. Payment will be made on the basis of surface of wall deducting one-third the measurement of such opening and without any separate measurement for jambs and soffits. In case of large openings, however, as in the case of verandahs with columns payment will be on actual measurements.

**C.5. White washing and colour washing:**

- (i) Payment will be made on the basis of surface measurement without any

deduction for door, window or opening of similar dimensions and without any separate measurement for jambs, sills and soffits of such openings.

- (ii) For cement paint and wall painting to wall and concrete jallies or similar other works method of measurement shall be the same as in plaster.

C.6. Painting:

- (a) Measurement for painting works in doors and windows, grills, gratings, collapsible gates, corrugated roofing, etc., shall be on the following basis. In such all cases the “Area” shall be measured flat (and not girthed). For doors and windows no separate payment shall be made for frames (chowkhats), the “Area” in such cases represent the area of the wall openings covered by the frames (including the exposed surface of the frames). For grill, gratings, etc. the area represents the area of opening covered by the outer frames.
- (b) The “Area” measure as above shall be multiplied by the factors given below and the work painting shall be paid on the quantities thus arrived at.

Sl. No	Nature of surface painted	Multiplying factor for painting on one side only	Multiplying factor for painting both sides
(i)	Timber doors, windows etc.		
	Fully glazed or with glass substitute	$\frac{2}{3}$	$1\frac{1}{3}$
	Fully paneled or flushed of battened	1.30	2.6
	Fully Venetian or fixed louvered	$1\frac{1}{2}$	3.0
	$\frac{2}{3}$ panelled or $\frac{1}{3}$ glazed	$\frac{7}{8}$	$1\frac{3}{4}$
	$\frac{1}{3}$ panelled, $\frac{2}{3}$ glazed	$\frac{3}{4}$	$1\frac{1}{2}$
	$\frac{1}{3}$ panelled, $\frac{2}{3}$ venetian (of fixed louvered)	$1\frac{1}{3}$	$2\frac{2}{3}$
	$\frac{1}{3}$ glazed, $\frac{2}{3}$ Venetian (of fixed louvered)	$1\frac{1}{4}$	$2\frac{1}{2}$
	Netted (without painting to the net)	$\frac{1}{4}$	$\frac{1}{2}$
	Netted (without painting to the net as	$\frac{5}{8}$	$\frac{1}{4}$
	Corrugated (i.e with leaves of C.I. Sheet)	$1\frac{1}{4}$	$2\frac{1}{2}$
(ii)	Corrugated iron sheet roof or wall	1	$2\frac{1}{3}$
(iii)	Corrugated asbestos sheet roof or wall	$1\frac{1}{5}$	$2\frac{2}{5}$
(iv)	Trafford asbestos sheet roof or wall	1	$2\frac{1}{5}$
(v)	Cast iron or wooden railing (complete)	...	$1\frac{1}{2}$
(vi)	Grills grating (welded mesh)	...	1

Sl. No	Nature of surface painted	Multiplying factor for painting on one side only	Multiplying factor for painting both sides
(vii)	Heavy type grating or grated door as in jails etc.	...	1 ½
(viii)	Collapsible gate	...	1 ½
(ix)	Steel roll top drawers (including top casting)	¼	2 ½
(x)	Steel windows	1/3	2/3

**Note: In case of any mode of measurement not given in the section relevant IS Code will be followed Reference may be made to IS: 1200 Part 1-28 1992**

### CONSUMPTION OF MATERIALS

Consumption of materials of different materials for construction in the corresponding contract item of work shall be computed on the basis of the quantities shown in his table subject of a variation of plus/minus five percent except in the case of steel materials in respect of which the variation shall be +10 percent. Where however, the circumstances of work so require the engineer in charge shall be competent to allow (for recorded reason) for a greater variation.

N.B. The statement is based on the following assumptions.

- (i) That dry sand with necessary allowance for bulking is used and
- (ii) That the size of the bricks used shall be 239x119x69mm or 9 ¾" x 4 ¾" x 2 ¾". For conventional bricks and (190 mm x 90 mm x 90 mm) for modular bricks.

Sl. No	Description of items	Unit	Name of materials require	Quantity of materials required
1.	10 mm cement plaster (1:3)	100 sqm	Cement Sand	0.406 cum 1.218 cum
2.	10 mm cement plaster (1:4)	100 sqm	Cement Sand	0.325 cum 1.300 cum
3.	10 mm cement plaster (1:5)	100 sqm	Cement Sand	0.281 cum 1.405 cum
4.	10 mm cement plaster (1:6)	100 sqm	Cement Sand	0.232 cum 1.392 cum
5.	15 mm cement plaster (1:3)	100 sqm	Cement Sand	0.61 cum 1.83 cum
6.	15 mm cement plaster (1:4)	100 sqm	Cement Sand	0.488cu.m 1.952 cum
7.	15 mm cement plaster (1:5)	100 sqm	Cement Sand	0.407 cum 2.035 cum
8.	15 mm cement plaster (1:6)	100 sqm	Cement Sand	0.349 cum 2.094 cum

Sl. No	Description of items	Unit	Name of materials require	Quantity of materials required
9.	20 mm cement plaster (1:3)	100 sqm	Cement Sand	0.813 cum 2.439 cum
10.	20 mm cement plaster (1:4)	100 sqm	Cement Sand	0.65 cum 2.600 cum
11.	20 mm cement plaster (1:5)	100 sqm	Cement Sand	0.542cum 2.710 cum
12.	20 mm cement plaster (1:6)	100 sqm	Cement Sand	0.464cum 2.784 cum
13.	Cement flash pointing (1:3)	100 sqm	Cement Sand	0.122 cum 0.366 cu.m
14.	Cement flash pointing (1:4)	100 sqm	Cement Sand	0.092 cum 0.366 cum
15.	Ruled pointing (1:3)	100 sqm	Cement Sand	0.122 cum 0.365 cum
16.	Brick works in C.M (1:2)	cum	Brick Cement Sand	389 nos 0.15 cum 0.30 cum
17.	Brick works in C.M (1:3)	cum	Brick Cement Sand	389 nos. 0.107 cum 0.33 cum
18.	Brick works in C.M (1:4)	cum	Brick Cement Sand	389 nos 0.083 cum 0.33 cum
19.	Brick works in C.M (1:5)	cum	Brick Cement Sand	389 nos 0.096 cum 0.33 cum
20.	Brick works in C.M (1:6)	cum	Brick Cement Sand	389 nos. 0.055 cum 0.33 cum
21.	Brick works in C.M (1:4) with modular bricks	cum	Brick Cement Sand	500 nos. 0.0805 cum 0.322 cum
22.	Brick works in C.M (1:6) with modular bricks	cum	Brick Cement Sand	500 nos. 0.0537 cum 0.322 cum
23.	12.5 cm thick brick wall in cement mortar 1:3	100 sqm	Brick Cement Sand	4951 no. 0.914 3.66
24.	12.5 cm thick brick wall in cement mortar 1:4	100 sqm	Brick Cement Sand	4951 no. 0.914 cum 3.66 cum
25.	100 mm thick brick wall - modular bricks C.M 1:4	100 sqm	Brick Cement Sand	5065 nos. 0.73 cum 290 cum
26.	7.5 cm thick brick wall in C.M 1:3	100 sqm	Brick Cement Sand	3014 nos. 0.762 cum 2.286 cum

Sl. No	Description of items	Unit	Name of materials require	Quantity of materials required
27.	C.C (1:2:4)	cum	Chips 6mm to 19mm Sand Cement	0.88 cum 0.44 cum 0.22 cum
28.	C.C (1:1½ :3)	cum	Stone chips (do) Sand Cement	0.86 cum 0.43 cum 0.286 cum
29.	C.C (1:1:2)	cum	Stone chips (do) Sand Cement	0.78 cum 0.39 cum 0.39 cum
30.	C.C (1:2 ½ :5)	cum	Stone chips (do) Sand Cement	0.92 cum 0.45 cum 0.18 cum
31.	C.C (1:3:6)	cum	Chips 6mm to 19mm Sand Cement	0.94 cum 0.47 cum 0.156 cum
32.	C.C (1:4:8)	cum	Stone chips Sand Cement	0.96 cum 0.48 cum 0.12 cum
33.	25 mm artificial stone floor with stone chips	cum	Chips 5mm to 12mm Sand Cement	2.23 cum 1.12 cum 0.0855 cum
34.	19 mm artificial stone floor with stone chips (1:2:4)	cum	Stone chips (do) Sand Cement	1.676 cum 0.838 cum 0.70 cum
35.	7.5 cm lime terracing in roof with brick, Khoa, surki, lime (2:2:7) including finishing	sqm	Jhama khoa Surki Lime	0.075 cum 0.021 cum 0.021 cum
36.	10 cm lime terracing in roof with brick, Khoa, surki, lime (2:2:7) including finishing	sqm	Jhama khoa Surki Lime	0.10 cum 0.029 cum 0.029 cum
37.	7.5 cm R.C.C. slab with stone chips 100 sqm. (1:2:4) and with 0.8% reinforcement	100 sqm	Stone chips (do) Sand Cement Steel Shuttering	6.7 cum 3.35 cum 1.675 cum 482.62 Kg 100 sqm
38.	10 cm R.C.C slab with stone chips (1:2:4) and with 0.8% reinforcement	10 sqm	Stone chips (do) Sand Cement Steel Shuttering	8.93 cum 4.47 cum 2.23 cum 683.54 cum 100 sqm
39.	12.5 cm R.C.C, slab with stone chips (1:2:4) and 0.8% reinforcement.	100 sqm	Chips (6mm to 19mm) Sand Cement Steel Shuttering	11.18 cum 5.59 cum 2.80 cum 787.44 kg 100 sqm

40.	15 cm R.C.C. slab with stone chips (1:2:4) and 0.8% reinforcement.	100 sqm	Stone chips (do) Sand Cement Steel Shuttering	13.40 cum 6.7 cum 3.35 cum 955.08 kg 100 sqm
41.	Single brick flat soling (conventional size)	sqm	Bricks	32 nos.
42.	Brick on edge soling (conventional size)	sqm	Bricks	54 nos.
43.	100 mm thick hollow block wall in cement mortar 1:6	10 sqm	Cement Sand Hollow block	27 Kg <sup>3</sup> 0.12 m <sup>3</sup> 121.00 nos
44.	200 mm thick hollow block wall	10 sqm	Cement Sand Hollow block	54 Kg <sup>3</sup> 0.24 m <sup>3</sup> 121.00 nos.
45.	Stone masonry 1:3 mortar 1:4 mortar 1:6 mortar 1:6 random rubble stone	1 m <sup>3</sup> 1 m <sup>3</sup> 1 m <sup>3</sup> 1 m <sup>3</sup>	Cement Cement Cement Cement	90 kg 65 kg 50 kg 71 kg
46.	7.5 cm. Wide brick on edge edging	Cum	Bricks	410 nos.



## ENVIRONMENTAL AND SOCIAL REQUIREMENTS

Sub-Clause/ Clause No.	Sub-Clause/ Clause	Remarks
8.2	Other Contractors	Indicate specific aspects (if any) that require contractor’s cooperation such as to conduct environmental and social assessment.
9.4.1, 9.4.2, 9.4.7, 9.4.8	Labor	State applicable requirements in accordance with the labor management procedure.
9.4.6	Facilities for Staff and Labor	-Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor’s Personnel is required.
9.4.20	Training of Contractor’s Personnel	As set out in the ESCP, specify, details of any training to relevant Contractor’s Personnel to be provided by the Employer’s Personnel on environmental and social aspects. (whom, what, when, where, how long etc.)
15.2	Contractor to Construct the Works	<p>If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable technical standards and requirements including to address:</p> <ul style="list-style-type: none"> <li>• climate change considerations,</li> <li>• universal access,</li> <li>• risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events, applicable certification or approval requirements</li> </ul> <p>[Refer to ESS4 on requirements for design]</p>
18.2	Health and Safety Obligations	Indicate any additional requirements for the health and safety manual
18.3	Protection of the Environment	Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities that shall not be exceeded.
19.1	Archeological and Geological Findings	Specify other requirements if any in accordance with the ESF – ESS8
29.1	Security of the Site	State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP and applicable laws. Include any other requirement set out in the ESCP.

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

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

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

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

- ***Resource efficiency***

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

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

*This includes, as applicable:*

  - *invasive alien species: managing the risk of invasive alien species during the execution of the Works;*
  - *sustainable management of living natural resources; and*
  - *certification and verification requirements for the supply of natural resource materials where there is a risk of significant conversion or significant degradation of natural or critical habitats.*
- **Road Safety**
  - *State any specific traffic and road safety requirement, as applicable. See also Sub-Clause 9.3 of the General Conditions of Contract. For details, refer to the Guidance Note on Road safety.*

### **Payment for ES Requirements**

All the cost associated for meeting the ES requirements shall be worked out by the Contractor based on the Notification of the Govt. of Meghalaya No. MPCB/CL-2/Pt-II/2010-2011 dated 11<sup>th</sup> August 2010 and the tentative Cost Parameters for ESMP Compliance provided herein below. The Contractor shall fill the total cost for ESMP Compliance in the BOQs provided at the relevant place.

**Cost Parameters for ESMP Compliance – East Khasi Hills III**

<b>Sl. No.</b>	<b>Parameters</b>	<b>No. of Units</b>	<b>Frequency</b>
1	Transportation Cost - East Khasi Hills-III	64	Once in Four Months
2	Sample Grab Charges Per Location	64	Once in Four Months
3	Additional Sample	64	Once in Four Months
4	Waste Water Analysis: Composite Sampling 24 Hours	64	Once in Four Months
		64	Once in Four Months
		64	Once in Four Months
		64	Once in Four Months
	Colour, Conductivity, Odour, pH, Suspended Solids, Total Dissolved Solids, Temperature, Turbidity, BOD COD, Chlorine, Residual Chlorine, DO, Flouride, Hardness, Iodide, Oil & Grease, Silica, Salinity, Total Coliform, Faecal Coliform, E-coli	64	Once in Four Months
5	DG Stack Emission Monitoring: Measurement of Velocity, flow rate, temperature, composition of gases, molecular weight of flue gas, Sox, Nox, PAH, VOCs / BTX	5	Once in Four Months
		5	Once in Four Months
		5	Once in Four Months
		5	Once in Four Months
		5	Once in Four Months
6	Ambient Air / Fugitive Emissions Samples: Sampling upto 8 hours for SPM and gaseous pollutants - PM 2.5, VOC, Wind Speed & Direction upto 8 hrs, Relative Humidity upto 8 hours, Ambient Temperature upto 8 hours, Rainfall upto 8 hours	64	Once in Four Months
		64	Once in Four Months
		64	Once in Four Months
7	Noise Monitoring: 1 Sample at Workplace Location	64	Once in Four Months
8	Tree Compensation at 1 Location – East Khasi Hills	20	Considered for replacement of 2 trees and planting 20 trees against 2 trees
9	Domestic (Municipal) Waste Handling and Management	296	Every Month
10	Basic OHS Requirement Considering PPE, Safety Signage for each site and 8 People one site	64	One time cost

*Note:*

*The cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic and road safety, shall be covered by the Bidder’s rates for the relevant works.*

**Conditions of the Environment and Social Management Framework**

Key Area/ Activities	Potential E&S Risks and Impacts	Proposed Mitigation Measures	Monitoring	Timeline
Pollution management during repair, renovation, and retrofitting	Risk of pollution from civil works including construction solid waste, dust, wastewater, noise, lubricants and oils, air emissions from diesel generators	<ul style="list-style-type: none"> <li>• Use screens or nets to avoid flying debris and dust and use regular water sprays to suppress dust</li> <li>• Hazardous waste separated from non-hazardous waste on-site and disposed-off to designated sites</li> <li>• Measure and report noise (decibel) levels regularly</li> <li>• Manage oil leaks/spills from diesel generators and machineries</li> <li>• ESMP for each construction activity to be prepared separately as highlighted by E&amp;S screening.</li> </ul>	Civil work follows the norms and standards as per the guidance for different stages of construction.	During construction
Labor management for repair, renovation, and retrofitting activities especially during Covid-19 situation	<ul style="list-style-type: none"> <li>• Though no labor influx anticipated given the small scale of civil work and that too in dispersed locations. Key labor-related concerns especially in Covid-19 situation will include: <ul style="list-style-type: none"> <li>• Workers coming from Covid-19 infected areas</li> <li>• Co-workers becoming infected</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Adequate hand washing and sanitization facilities provided during construction.</li> <li>• Consider ways to minimize/control movement in and out of construction areas/sites.</li> <li>• If workers are accommodated on-site, require them to minimize contact with people outside the construction area/site or prohibit them from leaving the</li> </ul>	<ul style="list-style-type: none"> <li>• Contractors and labor are sensitized with Covid19 guidance.</li> </ul>	During construction
	<ul style="list-style-type: none"> <li>• Workers introducing infection into community/general public</li> <li>• Arrangements for employment and accommodation of workers to be engaged in project activities, and issues relating to working conditions (including in relation to periods</li> </ul>	<ul style="list-style-type: none"> <li>area/site for the duration of their contract</li> <li>• Implement procedures to confirm workers are fit for work before they start work, paying special to workers with underlying health issues or who may be otherwise at risk</li> <li>• Check and record temperatures of workers and other people entering the construction area/site or require self-reporting prior to or on entering</li> <li>• Provide daily briefings to workers prior to commencing work, focusing on COVID-19 specific</li> </ul>		

Key Area/ Activities	Potential E&S Risks and Impacts	Proposed Mitigation Measures	Monitoring	Timeline
	<p>of sickness and quarantine), particularly if these are impacted by emergency legislation</p> <ul style="list-style-type: none"> <li>• Involvement of child labor and/or forced labor</li> </ul>	<p>considerations including cough etiquette, hand hygiene, and distance measures.</p> <ul style="list-style-type: none"> <li>• Require workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor if they have symptoms or are feeling unwell</li> <li>• Prevent a worker from an affected area or who has been in contact with an infected person from entering the construction area/site for 14 days</li> </ul>		
		<ul style="list-style-type: none"> <li>• Sensitization construction workers and health care staff involved</li> <li>• No child labor or forced labor is allowed to work as per the GoI norms and legislation.</li> <li>• Setting up gender-sensitive infrastructures such as segregated toilets and well-lit living areas/camps (if any).</li> <li>• Ensuring the safety of women from any sexual exploitation and abuse (SEA) and sexual harassment (SH), sensitizing health care staffs on SEA/ SH, and mechanism to access redressal services including building linkages to One-stop center (where available).</li> <li>• Follow Labor-Management Plan</li> </ul>		
Occupational Health & Safety (OHS) and Community Health & Safety	Problems	<ul style="list-style-type: none"> <li>• The contractor (in cases of civil works) shall prepare a site-specific Action Plan for managing construction-related workplace occupational health and safety, community health and safety risks, and those associated with Covid-19 infections.</li> <li>• Provide relevant PPE to all workers with onsite toilet and washing facilities</li> <li>• Cordon off areas under construction and provide signage to warn of ongoing construction works</li> <li>• Plan and implement awareness</li> </ul>	<ul style="list-style-type: none"> <li>• Site-specific action plan is prepared by contractors and reviewed and approved by PMU.</li> <li>• Civil work follows the OHS norms and standards as set in the contract.</li> </ul>	During construction

Key Area/ Activities	Potential E&S Risks and Impacts	Proposed Mitigation Measures	Monitoring	Timeline
		<p>sessions for workers and community on health and safety hazards and risks and their role in their management including their responsibilities</p> <ul style="list-style-type: none"> <li>The guidance provided in the World Bank Guidance Note for borrowers on ESS4: Community health and safety, to be utilized</li> </ul>		

Sl. No	Activity	Parameter	Mitigation (As Applicable)
1	General Site and Worker Safety	Notification and Worker Safety	<ul style="list-style-type: none"> <li>i. The local communities/ public has been notified of the works through appropriate notification and/or at publicly accessible sites</li> <li>ii. All legally required and departmental permits (to include not limited to resource use, dumping, sanitary inspection permit have been acquired for construction and/or rehabilitation</li> <li>iii. All work will be carried out in a safe and disciplined manner designed to the site to minimize impacts on neighboring residents and the environment.</li> <li>iv. Workers’ PPE will comply with international good practice (hardhats, as needed masks and safety glasses, harnesses, and safety boots)</li> <li>v. Appropriate signposting of the sites will inform workers of key rules and regulations to follow.</li> <li>vi. Sanitation facilities shall be provided for all site workers.</li> </ul>
2	General Rehabilitation and/ small civil works Activities	Air quality / Dust	<ul style="list-style-type: none"> <li>i. Keep demolition debris in a controlled area and spray with water mist to reduce debris dust</li> <li>ii. Suppress dust during pneumatic drilling/wall destruction by ongoing water spraying and/or installing dust screen enclosures at the site</li> <li>iii. Keep surrounding environment (sidewalks, roads) free of debris to minimize dust</li> <li>iv. There will be no open burning of construction/waste material at the site</li> <li>v. There will be no excessive idling of construction vehicles at sites</li> </ul>
3		Noise	<ul style="list-style-type: none"> <li>i. Construction noise will be limited to restricted times agreed to in the permit.</li> <li>ii. During operations the engine covers of generators, air compressors, and other powered mechanical equipment should be closed, and equipment placed as far away from residential areas as possible.</li> <li>iii. Materials such as sand, cement, or other fine particles should be kept properly covered. And moistened with sprays of water.</li> <li>iv. Unpaved, dusty roads should compact and then wet periodically.</li> </ul>
4		Drainage	<ul style="list-style-type: none"> <li>i. The worksite site will establish appropriate erosion and sediment control measures to prevent sediment from moving off-site and causing excessive turbidity in nearby streams and rivers.</li> </ul>

Sl. No	Activity	Parameter	Mitigation (As Applicable)
5		Construction Waste Management	<ul style="list-style-type: none"> <li>ii. Keep all drains clear of silt and debris</li> <li>i. Waste collection and disposal pathways and sites will be identified for all major waste types expected from works activities.</li> <li>ii. wastes will be separated from general refuse, organic, liquid, and chemical wastes by on-site sorting and stored in appropriate containers.</li> <li>iii. Construction waste will be collected and disposed of properly by licensed collectors</li> </ul>
6	Toxic Materials	Toxic/hazardous waste management	<ul style="list-style-type: none"> <li>i. There will be no waste dumping in adjacent areas to the HCF.</li> <li>ii. Temporarily storage on site of all hazardous or toxic substances will be in safe containers labeled with details of composition, properties, and handling information</li> <li>iii. The containers of hazardous substances should be placed in a leak-proof container to prevent spillage and leaching.</li> <li>iv. The wastes are transported by specially licensed carriers and disposed of in a licensed facility</li> <li>v. Paints with toxic ingredients or solvents or lead-based paints will not be used</li> </ul>
7		Asbestos Management	<ul style="list-style-type: none"> <li>i. If asbestos is located on the project site, the following provisions will apply</li> <li>ii. Mark clearly as hazardous material</li> <li>iii. When possible, the asbestos will be appropriately contained and sealed to minimize exposure.</li> <li>iv. The asbestos before removal (if removal is necessary) will be treated with a wetting agent to minimize asbestos dust Asbestos will be handled and disposed of by skilled and experienced professionals</li> <li>v. If waste asbestos material is to be stored temporarily, the wastes should be securely enclosed inside closed containments and marked appropriately</li> <li>vi. The removed asbestos will not be reused and will follow the IS 11768 (1986) Recommendations for disposal of asbestos waste material and CPCB Hazardous waste rules, 2016 (amended 2018).</li> </ul>
8	Management of Labor for civil work		<ul style="list-style-type: none"> <li>i. Adequate hand washing and sanitization facilities at the construction site.</li> <li>ii. Consider ways to minimize/control movement in and out of construction areas/sites.</li> <li>iii. If workers are accommodated on-site, require them to minimize contact with people outside the construction area/site or prohibit them from leaving the area/site for the duration of their contract</li> <li>iv. Implement procedures to confirm workers are fit for work before they start work, paying special to workers with underlying health issues or who may be otherwise at risk especially during the Covid-19 situation</li> <li>v. Check and record temperatures of workers and other people entering the construction area/site or require self-reporting prior to or on entering</li> <li>vi. Provide daily briefings to workers prior to commencing work, focusing on COVID-19 specific considerations including cough etiquette, hand hygiene, and distancing measures.</li> </ul>

Sl. No	Activity	Parameter	Mitigation (As Applicable)
			<ul style="list-style-type: none"> <li>vii. Require workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor if they have symptoms or are feeling unwell.</li> <li>viii. Prevent a worker from an affected area or who has been in contact with an infected person from entering the construction area/site for 14 days</li> <li>ix. Sensitization of construction workers and health care staff involved.</li> <li>x. No child labor or forced labor is allowed as per the GoI norms and legislation.</li> <li>xi. Setting up gender-sensitive infrastructures such as segregated toilets and well-lit living areas/ camps (if any).</li> <li>xii. Ensuring the safety of women from any sexual exploitation and abuse (SEA) and sexual harassment (SH), sensitizing health care staffs on SEA/ SH.</li> <li>xiii. Follow Labor-Management Plan</li> </ul>

## Environment and Social Commitment Plan Requirements (ESCP)

### Monitoring and Reporting

#### Regular Reporting:

Prepare and submit to the World Bank regular monitoring reports on the environmental, social, health, and safety (ESHS) performance of the Project, including but not limited to the implementation of the ESCP, status of preparation and implementation of E&S documents required under the ESCP, stakeholder engagement activities, functioning of the grievance mechanism.

The submission of the report will be monthly basis no later than the last day of the month.

#### Incidents and Accidents

Promptly notify the World Bank of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public, or workers, including accidents that could result in fatalities, injuries, gender-based violence, etc. Provide sufficient details regarding the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and supervising entity, as appropriate. Subsequently, as per the World Bank’s request, prepare a report on the incident or accident and propose any measures to prevent its recurrence.

Any incident or accident shall be notified to the Bank within 24 hours after learning of the incident or accident. A report will be provided within a month after learning of the incident or accident, acceptable to the Bank, as requested.

### ESS 2 Labor and Working Conditions

#### LABOR MANAGEMENT PROCEDURES

Prepare, update, adopt, and implement the Labor Management Procedures (LMP) Prior to project effectiveness and maintained throughout Project implementation

#### GRIEVANCE MECHANISM FOR PROJECT WORKERS



Establish, maintain, and operate a grievance mechanism for Project workers, as described in the LMP and consistent with ESS2 and national and state-specific labor laws.

Within 60 days from Project effectiveness and maintained throughout Project implementation.

### **Occupational Health and Safety (OHS) Measures**

Prepare, adopt, and implement occupational, health, and safety (OHS), including measures relevant for COVID 19, as specified in the ESMF and LMP.

OHS plan will be prepared by the contractor prior to site mobilization and implemented during civil works

### **ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT**

#### **Construction Management Plan:**

Prepare, adopt, and implement Construction Management Plan detailing the management of waste generated, sourcing of construction material, resource efficiency enhancement measures, etc., in accordance with ESMF.

The plan must be submitted to the PM prior to mobilization.

### **ESS 4: COMMUNITY HEALTH AND SAFETY**

#### **Community Health and Safety:**

Prepare, adopt, and implement measures and action to assess and manage specific risks and impacts to the community arising from Project activities (including risks related to the behavior of the project workers, due to COVID-19, increased social interactions between project workers and communities, increased construction activities, etc. incorporate these measures in the Community Health and Safety Plan as part of Contractors--ESMP mentioned in item 1.4 in ESCP Document.

### **GBV AND SEA RISKS**

Prepare, adopt, and implement a Gender-Based Violence Action Plan as a part of the Community Health and Safety Plan as mentioned above in Community Health & Safety.

Prior to contractor’s mobilization, and implemented during Project implementation

### **GBV AND SEA RISKS DURING PROJECT IMPLEMENTATION:**

Implement measures as per GBV action plan (which is a part of the ESMF and the Community Health and Safety Plan).

During project implementation

### **ESS 8: CULTURAL HERITAGE**

#### **CHANCE FINDS:**

Prepare and implement chance finds procedure described in the ESMPs and include as a requirement in ESIA/ESMP and also in the Bid documents for civil works.

Must be reported within 30 days of the project’s effectiveness.

### **ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE PROJECT GRIEVANCE MECHANISM:**

Prepare, adopt, maintain and operate a project level grievance redress mechanism (GRM), as described in the SEP.

A functional GRM to be in place from the date of project effectiveness and maintained throughout project implementation.

### **Policy and Procedure for Contract Workers for Civil Work**

1. The Contractors will be responsible for the following:

- To obey requirements of the national and state legislation and this labor-management procedure;
  - Maintain records of recruitment and employment process of contracted workers;
  - Communicate clearly job description and employment conditions to contracted workers;
  - Have a system for regular review and reporting on labor, and occupational safety and health performance.
2. In addition, the Project Implementation Manual (PIM) and ESMF includes the standard clauses for inclusion in civil works contracts and includes LMP, OHS aspects, and the contractor's role and obligations towards them. This includes (but not limited to):
- The general obligations of the contractor with respect to maintaining the health and safety of the workers
  - Ensuring no child labor and/or forced labor at the construction site for any works
  - Equal pay/wage for men and women labors
  - All laborers engaged at construction site to be provided with the required Personal Protection Equipment (PPE)
  - Providing health and safety training/orientation on COVID19 to all workers and staffs
  - In relation to COVID19, masks, adequate hand washing/ sanitization, clean drinking water and sanitation facilities to be provided at construction site
  - Adherence to MOHFW advisories and all workers/labor to be regularly checked for symptoms before allowing entry to the work site. Paid leave to be mandatorily given if labor contacts COVID-19 and/or any other contagious disease while working at the construction site or in the labor camp
  - Steps necessary to prevent labor harassment, including sexual harassment, gender-based violence and any discrimination based on religious, political and/or sexual orientation
  - Basic facilities at labor camps (in case any labor camp is setup)
  - Establishing Grievance Redress Mechanism (GRM) with GRM having provisions for receiving, registering, following up and resolution system for any complaint/grievance received during the construction period. And, ensuring workers awareness about GRM.
3. The key procedure at the construction site includes as follows:
- Equal pay/wage for men and women labors.
  - No child labor and/or forced labor at construction site for all works
  - Prepare a detailed profile of the project work force and key work activities
  - All laborers to be provided with photo ID cards for accessing the construction site.
  - All laborers engaged at construction site to be provided with the required Personal Protection Equipment (PPE) – safety helmet and shoes, secured harness when working at heights, electrical gloves, eye protection for welding etc., without which entry to the construction site shall not be allowed.
  - Limiting the number of workers on site at any one time
  - Adequate hand washing and sanitization facilities provided during construction
  - Health and hygiene training and orientation for all;
  - Consider ways to minimize/control movement in and out of construction areas/site
  - Maintain a roster of workers/staff at work site indicating their health condition and symptoms and ensure screening procedures (non-physical temperature measurement) at work sites.
  - Implement procedures to confirm workers are fit for work before they start work, paying special to workers with underlying health issues or who may be otherwise

- at risk
  - Steps necessary to prevent labor harassment, including sexual harassment, gender-based violence and any discrimination based on religious, political and/or sexual orientation.
  - Depute and assign monitoring and reporting responsibilities on environmental management, health and personnel safety.
4. The key procedure to be followed at the labor camp (if setup):
- Contractor to provide hygienic living conditions and safe drinking water.
  - Separate toilets for male and females and adequate hand washing/sanitization facilities.
  - Small creche and/or play areas for children with helper, when labor is away at work.
  - Fireproof wiring and good quality electricals to be used inside the camp.
  - Cooking gas and/or electric/induction plate to be provided for each labor household.
  - Monthly/weekly health check up to be organized at the camp for all labors/family.
  - Organize awareness campaign for social distancing and general health and hygiene
  - Limit labor dormitory occupancy to ensure social distancing norms
  - Labor camps to be cleaned and disinfected on daily basis
  - Adequate hand washing and sanitization facilities provided in common areas
  - Social gathering to be restricted and recommended protocols for health hygiene to be maintained
  - Place posters and signages at/around the site, with images and text in local languages relating to personal safety, hygiene and on COVID-19 symptoms and guidelines.
  - Providing cleaning staff with adequate cleaning equipment, materials and disinfectant
  - Contractor shall include security measures to be provided at the camps which may include fencing, locks, alarms, pass card systems, badge and pass system, access points, safe transport of personnel as appropriate.
  - In addition, Health advisories of MOHFW and State Government to be followed

#### **A. AGE OF EMPLOYMENT**

5. In accordance with the Constitution of India, no child below the age of fourteen years shall be employed to work in any factory or mine or engaged in any other hazardous employment. Employment of children under 14 years of age is strictly prohibited in any establishment. Adolescents between the age of 14 – 18 years cannot be employed in any hazardous occupation as per the Child Labour (Prohibition and Regulation) Amendment Act, 2016. Given the nature of occupation in health care settings and the risk of infections, the minimum age of employment is 18 years.
6. Contractors will be required to verify and identify the age of all workers. This will require workers to provide official documentation, which could include a birth certificate, ration card, Aadhar card, and other national identification cards, passports, or medical or school records. If a minor under the minimum labor eligible age is discovered working on the project, measures will be taken to immediately terminate the employment or engagement of the minor in a responsible manner, taking into account the best interest of the minor.

#### **I. CONTRACTOR MANAGEMENT OF CIVIL WORKS**

7. While the appropriate contact issuing authority will oversee the implementation of the contract as per the terms and clauses mentioned in the contract. The Environmental Specialist and Social Safeguard specialist at the PMU in association with DMHO at district level/ or through HCF In-charge will manage and monitor the E&S performance of contractors about contracted workers, focusing on compliance by contractors with their contractual agreements (obligations, representations, and warranties) and labor management procedures. This may include periodic audits, inspections, and/or spot checks of the sub-project locations and work sites as well as of labor-management records and reports compiled by the contractors.
8. Contractors’ labor-management records and reports that may be reviewed would include representative samples of employment contracts or arrangements between third parties and contracted workers, records relating to grievances received and their resolution, reports relating to safety inspections, including fatalities and incidents, and implementation of corrective actions, records relating to incidents of non-compliance with national law and the labor-management procedures, and records of training provided for contracted workers to explain occupational health and safety risks and preventive measures.

#### **J. GRIEVANCE MECHANISM FOR LABOR ENGAGED IN CONSTRUCTION WORK**

9. The Sub-project level grievance redress mechanism (GRM) to be set up. The main objective of a Grievance Redress Mechanism (GRM) is to assist to resolve complaints and grievances in a timely, effective and efficient manner that satisfies all parties involved. Construction Site Specific Grievance Mechanism to be set up by the contractor/ sub-contractor. It shall include site-specific Grievance Focal Point (GFP) assigned by the Contractor who will file the grievances and appeals of contracted workers and will be responsible to facilitate addressing them. If the issue cannot be resolved at the contractor’s level within 7 working days, then it will be escalated to HCF Management and then to DMHO at the district level, and finally to the contract issuing authority.
10. The GFP will formally register the grievances in the register or in electronic format to be easily tracked for its resolution. The GRM will include the process of screening, investigation, resolution of grievances, documentation, and reporting of grievances as the steps mentioned below.
  - **Step 0:** Raising and registering the grievances using various mechanisms including written or verbal complaints and registered in grievance logbook at the construction site at a healthcare facility, or using the MOHFW mechanism as mentioned in Section 9.
  - **Step 1:** Grievance raised is screened by the GFP and based on its severity/ jurisdiction forwarded to the respective contractor/ sub-contractor for redressing
  - **Step 2:** Grievance discussed at the GFP/ respective contractor/ sub-contractor level, and addressed
  - **Step 3:** If not addressed in the stipulated period it is escalated to the next level at HCF Management, and then to CMO, and finally to the control issuing authority
  - **Step 4:** Once addressed, feedback is given/ sent to the complainant
  - **Step 5:** If not satisfied, appeal to the other public authorities

11. Once all possible redress has been proposed and if the complainant is still not satisfied then they should be advised of their right to legal recourse.  
A quarterly report on the grievances received at each of the subprojects is submitted to the contracting authority at the state level and a compiled summary of the same by the State E&S Nodal Officer to NPMU every quarter.

#### **Policy and Procedure in Covid-19 Situation**

- Provide health and safety training/orientation on COVID19 to all workers and staff and other employees of the sub-contractor (tips on cough etiquette, hand hygiene and social distancing).
- Place posters and signages at/around the site, with images and text in local languages relating to personal safety, hygiene and on COVID-19 symptoms and guidelines.
- In relation to COVID19, masks, adequate hand washing/ sanitization, clean drinking water and sanitation facilities to be provided at construction site.
- All workers/labor to be regularly checked for symptoms before allowing entry to the work site.
- Provide daily briefings to workers prior to commencing work, focusing on COVID-19 specific considerations including cough etiquette, hand hygiene and distancing measures.
- Segregate lunch hours at worksite of workers to maintain social distancing.
- Securing the construction site with entry only for authorized personnel and disinfecting of the worksite to be undertaken at close of work every day or as may be required.
- Check and record temperatures of workers and other people entering the construction area/site or require self-reporting prior to or on entering
- Require workers to self-monitor for possible symptoms (fever, cough) and to report to their supervisor if they have symptoms or are feeling unwell
- Prevent a worker from an affected area or who has been in contact with an infected person from entering the construction area/site for 14 days
- Preventing a sick worker from entering the construction area/site, referring them to local health facilities if necessary or requiring them to isolate at home for 14 days
- Paid leave to be mandatorily given if labor contacts COVID-19 and/or any other contagious disease while working at the construction site or in the labor camp.
- If workers are accommodated on site, require them to minimize contact with people outside the construction area/site or prohibit them from leaving the area/site for the duration of their contract

#### **GBV, SEXUAL EXPLOITATION, AND ABUSE (SEA)/ SEXUAL HARASSMENT (SH) GUIDANCE**

The project’s SEA/SH risk has been rated as low as the project will not include any major civil work. However, given that the State has prioritized women in their programs and schemes, and gender-based violence is one of the important areas that the state plans to address, the health professionals and health systems play an important role in caring for survivors of sexual violence, it is important to build the capacity of health care professionals by sensitizing them to sexual exploitation and abuse (SEA) and sexual harassment (SH) issues and measures as part of their training, and address mandatory provisions of ‘The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013’ in DOHFW and in project facilities such as Internal complaint

committees (ICC) for reporting any sexual violence and taking necessary measures. To further address the SEA/SH risk, the key measures include:

1. **Sensitization of Health care staff** on preventing GBV, SEA/ SH.
2. **Orienting health care staffs mainly doctors, nurses, and paramedics**, and using ‘Guidelines and Protocols for Medico-legal care for survivors/ victims of sexual violence’ by MOHFW (<https://main.mohfw.gov.in/sites/default/files/953522324.pdf>) illustrating the need to play the dual role of responding to the survivors of sexual assault, by providing required medical treatment and psychological support, and at the same time assist survivors in their medico-legal proceedings by collecting evidence and ensuring good quality documentation.
3. **Setting up gender-sensitive infrastructures** such as segregated toilets for men and women; and well-lit quarantine and isolation centers, with adequate human resource deployment and security measures.
4. **Implementation of measures as mandated by Government of India as provided under 'The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (also known as POSH Act)** by establishing ‘Internal Complaints Committee (ICC)’ at Directorate level and at health facility levels (as applicable) to investigate complaints regarding sexual harassment at workplace.
5. **Creating awareness and building linkages to services addressing the larger need of the victim of GBV, SEA/SH** such as One-stop centers, Universal Women Helpline (WHL), Mahila Police Volunteer (MPV) in Aizawl and Lunglei districts, and State Commission for Women, and/or civil society organizations working on GBV in the state.
6. **Monitoring GBV, SEA/ SH cases** in project facilities by the Social Expert in PMU in a periodic manner i.e. six monthly/ annual.

The key measures applicable at the facility level and subprojects will include as below.

Sl. No.	Facilities/ Subproject sites	Key Measures Applicable	Responsibility
1	PMU and Target Health Facilities under the project	<p>Ensuring establishment of ICC as mandated by GoI under POSH Act</p> <p>Setting up gender-sensitive infrastructure</p> <p>Sensitization of Health care staff on GBV, SEA/ SH</p> <p>Creating awareness about GBV, SEA/SH services that one can access.</p> <p>e. Orienting health care staffs on Protocols for Medico-legal care for survivors/ victims of sexual violence by MOHFW</p> <p>Building linkages to services addressing the needs of the victim of GBV, SEA/SH</p>	<p>Social Development expert at PMU with the help of CMO at districts and MO In-charge at HCF</p>

Sl. No.	Facilities/ Subproject sites	Key Measures Applicable	Responsibility
2	Subprojects/ construction sites for expansion or new construction of hospitals/ laboratories	Ensuring the safety of women from any sexual exploitation and abuse (SEA) and sexual harassment (SH) Setting up the gender-sensitive infrastructure for laborers especially where labor camp is set-up Sensitization of contractor’s key staffs on prevention of GBV, SEA/ SH Creating awareness about GBV, SEA/SH services that one can access.	Contractor; with supervision from MO In- charge/ CMHO

### SITE SPECIFIC ESMP

The ESMPs are attached in Volume IV of the Bid Document.

**KEY PERSONNEL**

<b>Sl. No.</b>	<b>Position/ specialization</b>	<b>Relevant academic qualifications</b>	<b>Minimum years of relevant work experience</b>
1	Project Manager-1	B.E./ B. Tech (Civil) or Post graduate	Civil Engineer with a minimum of 10 years of experience in construction of institutional buildings/ hospitals with minimum 2 years of experience in working in North Eastern states of India. Should have completed at least 2 institutional/ hospital buildings independently as a PM and should have worked in at least one project involving renovation.
2	Senior Engineer- 1	B.E./ B. Tech (Civil)	Civil Engineer with a minimum of 5 years of experience in construction of institutional buildings. He/ She should have experience in renovation of buildings.
<b><u>Suitable experts in the following specializations</u></b>			
3	Environment Health & Safety Specialist	B.E./ B. Tech (Civil) or Diploma in civil engineering	Engineer with minimum of 3 years of experience in handling the environment & safety aspects of construction site. He/ She should have experience in renovation of buildings and should have over seen successfully at least 2 buildings independently.
4	Social Specialist	Masters or Bachelor's Degree in Social Work	Minimum 2-3 years’ experience of monitoring and managing risks related to Social issues and managing risks related to gender-based violence, out of which 1 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment
5.	Senior Engineer (MEP)- 1	B.E./ B. Tech (Electrical)	Electrical Engineer with a minimum of 5 years of experience in construction and providing of MEP services in the construction of institutional buildings. He/ She should have experience in providing services in Hospitals.
6	Site Supervisors- 2	B. E/ B. Tech or Diploma in Civil Engg.	Engineer with at least 5 years of experience in construction of institutional/ official building

The Bidder must not have in his employment:

- [i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder’s spouse) of persons of the following Government Departments.
- [ii] without Government permission, any person who retired as gazetted officer within the last two years.



## **DRAWINGS**

The Drawings are attached in Volume III of the Bid Document.

**SUPPLEMENTARY INFORMATION**

**PART 3 – CONDITIONS OF CONTRACT AND  
CONTRACT FORMS**

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

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

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

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

## General Conditions of Contract

### A. General

#### 1. Definitions

Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 46 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.

- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **“In writing”** or **“written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) **PCC** means Particular Conditions of Contract.
- (aa) The **Site** is the area defined as such in the PCC.
- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) “**Key Personnel**” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
- (ll) “**Sexual Exploitation and Abuse**” “**(SEA)**” means the following:

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

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

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor’s Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager’s Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people,

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



except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 8.2 The Contractor shall also, as stated in the Specifications or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
  - (f) has been recruited from the Employer's Personnel;
  - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

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

#### 9.4 Labor

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

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

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

- 9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:
- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specifications; and
  - (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any

benefits as are subject to tax under the laws of the Country for the time being in force.

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

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

- 9.4.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specifications.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual

holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specifications.

- 9.4.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.4.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.4.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.4.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

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

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

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the

child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

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

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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

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

mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

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

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

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

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

- 9.4.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization

on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

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

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

**10. Employer's and Contractor's Risks**

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

**11. Employer's Risks**

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

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

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

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

**12. Contractor's Risks**

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

- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specifications:
- (a) designing structural elements of the Works taking into account climate change considerations;
  - (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
  - (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.



- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.
- The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
  - (b) comply with all applicable health and safety obligations specified in the Contract;
  - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
  - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;

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

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

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

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

- (a) which shall include at a minimum:
- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
  - (ii) details of the training to be provided, records to be kept;
  - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
  - (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
  - (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;
  - (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and
- (b) any other requirements stated in the Specification

### 18.3 Protection of the environment

The Contractor shall take all necessary measures to:

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

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

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

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

- 19. Archaeological and Geological Findings**
- 19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:
- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
  - (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
  - (c) implement any other action consistent with the requirements of the Specifications and relevant laws.
- The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

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

### 22.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

## 23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

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

## 24. Procedure for Disputes

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

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

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of

the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator’s decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

**25. Fraud and Corruption**

25.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**26. Stakeholder Engagement**

26.1 The Contractor shall provide relevant contract- related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

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

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

**27. Suppliers (other than Subcontractors)**

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

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

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The

Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

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

## 28. Code of Conduct

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

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

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

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

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

## 29. Security of the Site

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

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the

Employer’s other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

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

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

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

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

## B. Time Control

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



provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

30.4 Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

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

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

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

**31. Extension of the Intended Completion Date**

31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**32. Acceleration**

32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the

Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
- C. Quality Control**
- 36. Identifying Defects**
- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 37. Tests**
- 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

#### **D. Cost Control**

- 40. Contract Price** 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 41. Changes in the Contract Price** 41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 41.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 42. Variations** 42.1 All Variations shall be included in updated Programs produced by the Contractor.
- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
  - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
  - (c) a description of any effect(s) of the change on performance/functionality; and
  - (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

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

without compromising the functionality of the Works.

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

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

- 43. Cash Flow Forecasts** 43.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 44. Payment Certificates**
- 44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 44.3 The value of work executed shall be determined by the Project Manager.
- 44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 44.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
  - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
  - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
  - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
  - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

- (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

**45. Payments**

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

**46. Compensation Events**

- 46.1 The following shall be Compensation Events:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

#### 47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

#### 48. Currencies

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

#### 49. Price Adjustment

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

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

where:

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

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

$I_{mc}$  is the index prevailing at the end of the month being invoiced and  $I_{oc}$  is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

## 50. Retention

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

50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

## 51. Liquidated Damages

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

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

## 52. Bonus

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



- 53. Advance Payment**
- 53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 54. Securities**
- 54.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
- 55. Dayworks**
- 55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 56. Cost of Repairs**
- 56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract**

- 57. Completion** 57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over** 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 59. Final Account** 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 60. Operating and Maintenance Manuals** 60.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 61. Termination** 61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

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

#### **62. Payment upon Termination**

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

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

#### **63. Property**

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

#### **64. Release from Performance**

64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or

the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

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

## **Appendix A To General Conditions**

### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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

or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>2</sup> (ii) to be a nominated<sup>3</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>4</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>2</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>3</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>4</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## APPENDIX B

### Environmental and Social (ES) Metrics for Progress Reports

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

*Metrics for regular reporting:*

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

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



complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

- i. Worker grievances;
- ii. Community grievances

*l. Traffic, road safety and vehicles/equipment:*

- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
- ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
- iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

*m. Environmental mitigations and issues (what has been done):*

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

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

## Section IX -Particular Conditions of Contract

<b>A. General</b>																			
<b>GCC 1.1 (d)</b>	The financing institution is: The World Bank																		
<b>GCC 1.1 (r)</b>	The Employer is <b>Project Director, Meghalaya Health Systems Strengthening Project (MHSSP), Directorate of Health Services, Health &amp; Family Welfare Department, Government of Meghalaya</b>																		
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works in months shall be <b>24 Months</b>																		
<b>GCC 1.1 (y)</b>	<i>Shri. R.A. Wanniang, Executive Engineer, Health Engineering Wing, DHS, Shillong.</i>																		
<b>GCC 1.1 (aa)</b>	The Site is located as indicated in this contract																		
<b>GCC 1.1 (dd)</b>	The Start Date shall be <b>one week after the date of issue of notice to proceed with works to the contractor.</b>																		
<b>GCC 1.1 (hh)</b>	The Works consist of <b>Construction, Renovation &amp; Extension of works in 11 Health facilities under Directorate of Health Services, Health &amp; Family Welfare Department, Government of Meghalaya for East Khasi Hills – III</b> Identification number of Contract is <b>DHS/P-43/MHSSP/CW-4AA/2023-24</b>																		
<b>GCC 2.2</b>	Not applicable																		
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Document</th> <th style="text-align: center;">Description of the document</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Construction Methodology</td> <td>Construction methodology given in bid amended as per comments of employer given in letter of acceptance.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Quality control</td> <td>Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Fraud and Corruption</td> <td>Appendix A – Fraud and Corruption</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Environmental and Social</td> <td>Appendix B – Environmental and Social (ES) Metrics for Progress Reports.</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Key Personnel</td> <td>Schedule of Key Personnel</td> </tr> </tbody> </table>	S. No.	Document	Description of the document	1.	Construction Methodology	Construction methodology given in bid amended as per comments of employer given in letter of acceptance.	2.	Quality control	Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.	3.	Fraud and Corruption	Appendix A – Fraud and Corruption	4.	Environmental and Social	Appendix B – Environmental and Social (ES) Metrics for Progress Reports.	5.	Key Personnel	Schedule of Key Personnel
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<b>GCC 3.1</b>	The following is inserted as a sub-clause at the end of GCC 3.1:  “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.”  The language of the contract is <b><i>English.</i></b>																		

	The law that applies to the Contract are the laws of Union of India and the Government of Meghalaya.
<b>GCC 4.1</b>	The following is inserted as a sub-paragraph at the end of GCC 4.1:  “However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.”
<b>GCC 5.1</b>	The Project manager <i>may not</i> delegate any of his duties and responsibilities.
<b>GCC 6.1</b>	The following is inserted at the end of GCC 6.1:  “All oral instructions, unless confirmed in writing within seven working days shall not be binding to both the parties.”
<b>GCC 7</b>	The first sentence of GCC 7. 1 is modified as:  “The Contractor may subcontract with the approval of the Project Manager up to a ceiling <b>specified in PCC</b> , but may not assign the Contract without the approval of the Employer in writing.”  The following sub-clauses are inserted at the end of GCC 7.1:  “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.
<b>GCC 7.1</b>	The ceiling for sub-contractor is 25%. 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).

<b>GCC 8.1</b>	Schedule of other contractors: <i>Not applicable</i>
<b>GCC 9</b>	<p>The following is inserted as a sub-clause at the end of GCC 9.2:</p> <p>“In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project Manager and the Contractor.”</p> <p>The following sentence is deleted from first paragraph of GCC 9.4.1:</p> <p>“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.”</p> <p>GCC 9.4.3, GCC 9.4.4, GCC 9.4.6 and GCC 9.4.8 are deleted.</p> <p>The following sub-clauses are inserted at the end of GCC 9.4:</p> <p>“9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor.</p> <p>9.6 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental and Social (ES) Performance Security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.</p> <p>9.7 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.</p> <p>9.8 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.”</p>
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:

	<b>S. No.</b>	<b>Description</b>	<b>Minimum cover for Insurance</b>	<b>Maximum deductible for Insurance</b>
	(i)	Works and Plant and Materials which are incorporated in works	For Initial Contract Value	5% of the contract value
	(ii)	Loss or damage to Equipment	Total book value of the equipment brought to the site by the contractor	5% of book value
	(iii)	Other Property (except the Works, Plant, Materials, and Equipment)	INR 50 Lakhs	5% of property value
	(iv)	Personal injury or death insurance:	As per workmen's compensation Act 1923 and other Acts in force	As per workmen's compensation Act 1923 and other Acts in force
		a) for other people;		
		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India	
<b>GCC 14.1</b>	Site Data are: Not applicable			
<b>GCC 15.1</b>	GCC 15.1 is replaced with the following: "The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager."			
<b>GCC 18 (add new 18.3.3)</b>	The following is inserted as a new sub-clause 18.3.3: "18.3.3 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the Particular Conditions of Contract."			
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: four calendar weeks from the date of issue of final work order for all lots			
<b>GCC 23</b>	The following is inserted as a new sub-clause 23.1.1: "23.1.1 The Adjudicator should be in position before "notice to proceed with work" is issued to the Contractor and an agreement should be signed with the			

	Adjudicator jointly by the Employer and the Contractor in the form attached – Appendix 3.”
<b>GCC 23.1 &amp; GCC 23.2</b>	Name of the agreed Adjudicator: Shri Winston Churchill Pasweth Retd. Chief Engineer, Health Engineering Wing, Health & Family Welfare Department.  Appointing Authority for the Adjudicator: Project Director, MHSSP.
<b>GCC 24</b>	In the first sentence in GCC 24.3, the words “The Adjudicator shall be paid by the hour at the rate” are replaced by the words “The Adjudicator shall be paid daily at the rate”
<b>GCC 24.3</b>	Daily rate and types of reimbursable expenses to be paid to the Adjudicator:  <i>To be decided later.</i>
<b>GCC 24.4</b>	The procedure for adhoc arbitration will be as follows:  (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in 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 President of the Institution of Engineers (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 President of the Institution of Engineers (India), both in cases of Foreign Contractor as well as Indian Contractor, shall appoint the Arbitrator. A certified copy of the order of the/President of the Institution of Engineers (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, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.  (d) Arbitration proceedings shall be held at Shillong, Meghalaya, India.  (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

	<p>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 Chief Secretary to the Govt. of Meghalaya.</p> <p>(g) The Arbitrator should give final award within 180 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>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Shillong, Meghalaya, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English".</p>
<b>B. Time Control</b>	
<b>GCC 30.1</b>	<p>The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.</p> <p>Any revision in Program should only be agreed in writing.</p>
<b>GCC 30.3</b>	<p>The period between Program updates is <u>30</u> days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs.250,000 per report/ updated program not submitted.</p> <p>The period for submission of progress reports is <i>30</i> days.</p>
<b>GCC 31</b>	<p>GCC 31.1 is replaced with the following:</p> <p>“31.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.”</p> <p>In GCC 31.2, replace the words “Intended Completion Date” at the first occurrence by the words “Intended Completion Date/ Milestones”; and</p>



	at the second occurrence by the words “Intended Completion Date/ Milestone”.
<b>GCC 34</b>	GCC 34.1 is replaced with the following:  “Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place <b>indicated in PCC</b> . The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 30.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.”
<b>GCC 34.1</b>	Venue of management meeting will be the <b>Office of the Project Director, Meghalaya Health Systems Strengthening Project (MHSSP), Directorate of Health Services, Health &amp; Family Welfare Department, Government of Meghalaya.</b>  The management meetings shall be held at an intervals of minimum 30 days.
<b>C. Quality Control</b>	
<b>GCC 36</b>	The following sub-clause is inserted at the end of GCC 36.1:  “36.2 The contractor shall permit the Employer’s Technical auditor to check the contractor’s work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor’s or the Project Manager’s responsibility as defined in the Contract Agreement.”
<b>GCC 37</b>	The following sub-clauses are inserted before GCC 37.1, and GCC 37.1 is re-numbered as GCC 37.3:  “GCC 37.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager. Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract.  GCC 37.2 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.”
<b>GCC 38.1</b>	The Defects Liability Period is: 365 days.
<b>GCC 39.1</b>	The following notes are added at the end of GCC 39.1:  <i>“Note:</i>  <i>1. Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Project Manager will certify payments to Contractor accordingly.</i>

	<i>2. Where the failure to correct a particular defect within the specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 61.2(e)."</i>
<b>D. Cost Control</b>	
<b>GCC 41</b>	<p>GCC 41.1 is replaced with the following, and existing GCC 41.2 is re-numbered as GCC 41.3:</p> <p>“41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p>(a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.</p> <p>(b) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed</p> <p>41.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.”</p>
<b>GCC 42</b>	<p>In GCC 42.2, the first sentence is modified as follows:</p> <p>“The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor.”</p> <p>In the first sentence in GCC 42.3, after the words ‘If the Contractor’s quotation is unreasonable’, the following is added:</p> <p>“or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC 42.2”</p>
<b>GCC 42.7</b>	Provisions related to Value Engineering do not apply.
<b>GCC 43.1</b>	<p>The second sentence in GCC 43.1 is replaced with the following:</p> <p>“The cash flow forecast shall be in Indian Rupees.”</p>
<b>GCC 44</b>	<p>At the end of GCC 44.1 after the word ‘previously’, the following words are added:</p> <p>“along with details of measurement of the quantity of works executed in a tabular form approved by the Project Manager”</p> <p>At the end of GCC 44.2 after the words ‘the Contractor’, the following words are added:</p>

	“after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 53.1 (Secured Advance)”.
<b>GCC 45.1</b>	<p>GCC 45.1 is replaced with the following:</p> <p>“Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract &amp; taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of <b>4% per annum.</b>”</p>
<b>GCC 45.3</b>	All payments (and deductions) shall be paid or charged in Indian Rupees.
<b>GCC 47</b>	<p>The following sub-clause is inserted before GCC 47.1, and GCC 47.1 is re-numbered as GCC 47.2:</p> <p>“47.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST, Forest Royalty, Income Tax, Building cess, Labor cess, and any other prevailing taxes that might be imposed by the State/Central government at the time of execution that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.”</p> <p>In first line of the re-numbered GCC 47.2, replace the words ‘the date 28 days before’ with the words ‘the deadline for’.</p>
<b>GCC 48</b>	All payments shall be made in Indian Rupees.
<b>GCC 49</b>	<p>GCC 49.1 is replaced with the following:</p> <p>“Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is <b>included in the PCC</b> which indicates the coefficients of various inputs and the sources of indices for various schedules of BOQ. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment.</p> <p>(a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC up to the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.</p> <p>(b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the Base Date, which affect the Contractor in performance of obligations under the Contract.</p>

(c) The total value (R) of the work done during the specified period [GCC 44.1] shall be as under:

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

Where,

‘R<sub>sn</sub>’ is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as under:

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

where,

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

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

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

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

where,

“P<sub>n</sub>” 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<sub>n</sub>” [*Labour*], “E<sub>n</sub>” [*Equipment*], “M<sub>n</sub>” [*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

	<p>“L<sub>o</sub>”, “E<sub>o</sub>”, “M<sub>o</sub>”,.... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.</p> <p>(e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The Base Date shall be the deadline for submission of bids.</p> <p>(f) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:</p> <p>(i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or</p> <p>(ii) the current index or price applicable for the period in question whichever is more favourable to the Employer.</p> <p>(g) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.</p> <p>(h) Unless otherwise <b>stated in the P.C.C.</b>, the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.</p> <p>To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.”</p>
GCC 49.1	<p>Price Adjustment :</p> <p>The contract “is” subject to price adjustment in accordance with G.C.C. Clause 49 for works which have Scheduled Completion period of more than 18 months and following information regarding coefficients “does” apply</p> <p>The Price Adjustment shall be done in accordance with Tables 1 &amp; 2 of Adjustment Data given in Appendix 2. The base and current price of the following items shall be based on the source indicated below:</p> <p>(i) Diesel: Selling price of IOC depot at <b>Shillong</b>. In case the work extends over long stretches or different sections specify separate identified depot.</p> <p>(ii) Bitumen: Selling Price of Bitumen at Shillong, Meghalaya</p> <p>(iii) Cement Selling price at Shillong</p> <p>(iv) Steel selling price at Shillong</p> <p>The Price Adjustment will be applicable only after 18 months and will be done on quarterly basis.</p>

<b>GCC 50.1</b>	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.															
<b>GCC 50.2</b>	The last line of GCC 50.2 is replaced with the following:  “On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.”															
<b>GCC 51</b>	In the first sentence of GCC 51.1, the following words are inserted after the words ‘Intended Completion Date’:  “(for the whole of the works or the milestones as stated in the PCC)”  The following is inserted as a sub-paragraph at the end of GCC 51.1:  “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.”  In the first sentence in GCC 51.2 the following words are inserted after the words ‘Intended Completion Date’:  “including milestones”															
<b>GCC 51.1</b>	The liquidated damages for the whole of the Works are <b>0.05% per day</b> . The maximum amount of liquidated damages for the whole of the Works is <b>10% of the Contract Price</b> .  <b>1.Milestone</b> <table border="1" data-bbox="411 1196 1417 1704"> <thead> <tr> <th data-bbox="411 1196 571 1335"><b>Milestone per Lot</b></th> <th data-bbox="580 1196 1091 1335"><b>Description</b></th> <th data-bbox="1101 1196 1417 1335"><b>Period of Completion from the start date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="411 1335 571 1435">1</td> <td data-bbox="580 1335 1091 1435">Value of work to be completed 25% of the contract amount</td> <td data-bbox="1101 1335 1417 1435">5 months</td> </tr> <tr> <td data-bbox="411 1435 571 1536">2</td> <td data-bbox="580 1435 1091 1536">Value of work to be completed 75% of the contract amount</td> <td data-bbox="1101 1435 1417 1536">11 months</td> </tr> <tr> <td data-bbox="411 1536 571 1637">3</td> <td data-bbox="580 1536 1091 1637">Value of work to be completed 90% of the contract amount</td> <td data-bbox="1101 1536 1417 1637">18 months</td> </tr> <tr> <td data-bbox="411 1637 571 1704">4</td> <td data-bbox="580 1637 1091 1704">Completion of contract in all respects</td> <td data-bbox="1101 1637 1417 1704">24 months</td> </tr> </tbody> </table>	<b>Milestone per Lot</b>	<b>Description</b>	<b>Period of Completion from the start date</b>	1	Value of work to be completed 25% of the contract amount	5 months	2	Value of work to be completed 75% of the contract amount	11 months	3	Value of work to be completed 90% of the contract amount	18 months	4	Completion of contract in all respects	24 months
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3	Value of work to be completed 90% of the contract amount	18 months														
4	Completion of contract in all respects	24 months														
<b>GCC 52.1</b>	Not Applicable															
<b>GCC 53</b>	The following is inserted as a new sub-clause 53.4:  “The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions <b>stipulated in the PCC</b> .”															
<b>GCC 53.1</b>	Advance Payments shall be made in Indian Rupees only. The amount of the Advance Payments are:															

	<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
	1. Mobilization	5% of the Accepted Contract Amount	On submission of unconditional irrevocable Bank Guarantee.
	2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 10% of the Contract price.	After equipment is brought to site as per agreed construction program ( <i>provided the Project Manager is satisfied that the equipment is required for performance of the contract</i> ) and on submission of unconditional Bank Guarantee for amount of advance.
	(The advance payment will be paid to the Contractor no later than 15 days after fulfilment of the above conditions).		
	<p>Repayment of advance payment for mobilization and equipment:</p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Project Manager under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or 03 months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 30% percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.</p> <p><b>Repayment of secured advance:</b></p> <p>The advance shall be repaid from each succeeding monthly payments to the extent materials [<i>for which advance was previously paid pursuant to Clause 53 of GCC and 53.1 of PCC.</i>] have been incorporated into the Works.</p>		
<b>GCC 54</b>	<p>GCC 54.1 is replaced with the following:</p> <p>“The Performance Security and an Environmental and Social (ES) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts <b>specified in the PCC</b>, and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security including additional security for unbalanced bids, and the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion.”</p>		
<b>GCC 54.1</b>	The Performance Security amount is <b>5 percent</b> of the Contract Price plus 5 percent as additional security for unbalanced bids [ <i>in terms of ITB Clause</i>		

	<p>38.2], and Environmental and Social (ES) Performance Security amount is <b>1 percent</b> of the Contract Price.</p> <p>The standard forms of Performance Security and if applicable ES Security acceptable to the Employer shall be <u>unconditional irrevocable</u> Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Document.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 59.1</b>	<p>The following is added after the words ‘issue a payment certificate’ at the end of GCC 59.1:</p> <p>“within 56 days of receiving the contractor’s revised account”</p>
<b>GCC 60.1</b>	<p>The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of work, as the case may be.</p> <p>The date by which “as built” drawings (in suitable scale) including a compact disc containing digitized drawings in 2 sets are required, is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.</p>
<b>GCC 60.2</b>	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 60.1 is 1% of the Contract Price.</p>
<b>GCC 61</b>	<p>The following sub-clauses are added after GCC 61.2 (h):</p> <p>“(i) The contractor has contravened Clauses 7 and 9 of GCC.</p> <p>(j) The contractor does not adhere to the agreed construction program, agreed ES-MSIP [Clause 30 of GCC], and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.</p> <p>(k) The contractor fails to carry out the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.</p> <p>(l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.”</p>
<b>GCC 61.2 (l)</b>	<p>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).</p>
<b>GCC 62</b>	<p>The following is added after the words ‘issue of the certificate’ in the first sentence of GCC 62.1;</p> <p>“less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law,”</p>



	<p>The following is added after the words ‘date of the certificate’ at the end of GCC 62.2:</p> <p>“less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law”</p>
<b>GCC 62.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.</p>

## **APPENDICES**

## APPENDIX 1

**SALIENT FEATURES OF LABOUR & ENVIRONMENT PROTECTION LAWS<sup>1</sup>****SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

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

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<sup>1</sup>This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.
8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until

applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.

9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.

15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered



- recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
  25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
  26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
  27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
  28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
  29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
  30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
  31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements;

stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

**APPENDIX 2****TABLES OF ADJUSTMENT DATA (CL. 49 OF GCC)****Table 1: Coefficients governing the adjustment for changes in cost**

Sl. No.	Coefficients Name	Symbol	Coefficients
1.	Fixed	a	50%
2.	Labour [L]	b	25%
3.	Steel [S]	c	5%
4.	Cement [C]	d	20%
	<b>Total</b>		<b>100%</b>

**Table 2: Cost Indices and Reference Prices (applicable for specific items) for adjustment in contract prices.**

Base Date = Deadline for submission of bids

Sl. No.	Cost Element	Symbol	Indices or Cost on the Base Date	Index for adjustment	Sources of Index
1.	Fixed	a			
2.	Labour	b	L <sub>0</sub> - All India average Consumer Price Index Number for Industrial Workers – CPI (IW).	L <sub>n</sub> - CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S <sub>0</sub> – Whole-sale Price Index (WPI) for Steel [ <i>Steel Long</i> ]	S <sub>n</sub> - WPI for the month which is two months prior to the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India.
4.	Cement	d	C <sub>0</sub> -WPI for Grey Cement	C <sub>n</sub> - WPI for the month which the cement is brought to site or one month prior to the month to which IPC is related, whichever is less	Economic Advisor, Ministry of Commerce and Industry, Government of India

IPC – Interim Payment Certificate

## APPENDIX - 3

### APPOINTMENT OF ADJUDICATOR

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

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

**To**

Name and address of the Adjudicator

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

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

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

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

The Adjudicator will be paid a fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs. 500 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Contractor's share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor's share on this account (half the paid amount) will be recovered by the Employer from the Contractor's bills against the work.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from 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.



## **Section X - Contract Forms**

### **Table of Forms**

<b>Letter of Acceptance .....</b>	<b>224</b>
<b>Issue of Notice to Proceed With the Work.....</b>	<b>226</b>
<b>Contract Agreement .....</b>	<b>227</b>
<b>Performance Security- Bank Guarantee .....</b>	<b>229</b>
<b>Environmental And Social (ES) Performance Security (ES – Bank Guarantee) ....</b>	<b>231</b>
<b>Advance Payment Security- Demand Guarantee .....</b>	<b>233</b>
<b>Retention Money Security - Demand Guarantee.....</b>	<b>235</b>

### Letter of Acceptance

*[on letterhead paper of the Employer]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]*

..... *[date]* .....

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

Subject: ..... *[Notification of Award Contract No]* .....

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

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 38, and ES Performance Security~~*[Delete ES Performance Security if it is not required under the contract]*~~ in the form detailed in ITB Clause 48 for amounts<sup>1</sup> of Rs..... and Rs. .... specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 48.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid up to 28 days from the date of completion i.e. up to ..... and shall be as per the Performance Security Form and the ES Performance Security Form ~~*[Delete reference to the ES Performance Security Form if it is not required under the contract]*~~, included in Section X -Contract Forms, of the bidding document.

***[Choose one of the following statements:]***

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

***[or]***

We do not accept that \_\_\_\_\_ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 49.1 and GCC 23.1<sup>2</sup>.

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

<sup>1</sup>Insert amounts for (i) Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 38; and (ii) ES Performance Security respectively.

<sup>2</sup>To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

[OR]

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

We have reviewed the construction methodology submitted by you alongwith the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including ES requirements as per Clause 30 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**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 48.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of \_\_\_\_\_ @ a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

**Attachment: Contract Agreement**

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (i) This Agreement
  - (ii) the Letter of Acceptance
  - (iii) the Contractor’s Bid including completed schedules and priced bill of quantities,
  - (iv) the addenda Nos \_\_\_\_\_(if any)
  - (v) the Particular Conditions
  - (vi) the General Conditions of Contract, including appendice;
  - (vii) the Specification
  - (viii) the Drawings
  - (ix) Construction Program, Methodology, Quality Assurance Program, the ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor’s Personnel (ES)
  - (x) Joint Venture Agreement [for JVs only];and
  - (xi) any other document **listed in the PCC** as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

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

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

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

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

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

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

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

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

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

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

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

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

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

This guarantee shall be valid until .....<sup>3</sup>, and any demand for payment under it must be received by us at this office on or before that date.

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>3</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee*



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

*[Guarantor letterhead or SWIFT identifier code]*

**ES Performance Guarantee No.:** *[Insert guarantee reference number]*

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

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

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

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

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

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

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

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

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

This guarantee shall be valid until .....<sup>4</sup>, and any demand for payment under it must be received by us at this office on or before that date.

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>4</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee*

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

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

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

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Subclause 53.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

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

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

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

Yours truly,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*[Signature(s) and seal of the guarantor]*

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