

GOVERNMENT OF ANDHRA PRADESH

**AMARAVATI SUSTAINABLE CAPITAL CITY DEVELOPMENT PROJECT
(P159808)**

REQUEST FOR BIDS NO: 03/CE (CCDMC)/VJA/2016-17 dated 04.11.2016

**NATIONAL OPEN COMPETITIVE
PROCUREMENT**

(Two-Envelope Bidding Process with e-Procurement)

1.	Department	:	CAPITAL CITY DEVELOPMENT AND MANAGEMENT CORPORATION LIMITED (CCDMC) , Vijayawada
2.	Tender Number	:	NIT No: 03/CE(CCDMC)/VJA/2016-17dated 04.11.2016
3.	Tender Subject	:	Construction of E8 Road with BRT near Krishnayapalem to Nekkellu (Western Boundary) in AP New Capital City, Amaravati. Length (14.95Km)
4.	Estimated Project Cost	:	INR 250,17,00,000/-
5.	Period of Contract	:	9 (Nine) Months
6.	Form of Contract	:	Item Rate Admeasurement
7.	Tender Type	:	National Competitive Bidding (NCB)
8.	Tender Category	:	Works
9.	Authority	:	CMD, CCDMC, Vijayawada
10.	Bid Security	:	INR 2,50,17,000/-
11.	Bid Security payable to	:	D.D/B.G. in favour of the CMD, CCDMC, Vijayawada
12.	Tender Document Fee	:	Rs. 10,000 + Service Tax (15%)
13.	Tender Document fee payable to	:	DD in favour of the CMD, CCDMC, Vijayawada
13.	Notice Inviting Tender (NIT)	:	04-11-2016
	Schedule download start Date & time	:	14-11-2016, 2300 Hrs
14.	Pre-Bid Meeting Date, Time and Place	:	21-11-2016, 1100 Hrs Chief Engineer, CCDMC/ADC, 20-4-15, Plot No.1G, Anand Heights, Kedareswarapet, Vijayawada-520003.

15.	Schedule download closing Date & time	:	13-12-2016, 1500 Hrs
16.	Bid submission closing Date & time	:	13-12-2016, 1530 Hrs
17.	Technical Specification Bid Opening Date (Technical Bid stage)	:	16-12-2016, 1600 Hrs
18.	Price bid opening Date & time	:	23-12-2016, 1600 Hrs (tentative)
19.	Place of Tender opening	:	Chief Engineer, CCDMC/ADC, Vijayawada
20.	Officer Inviting bids	:	Chief Engineer, CCDMC/ADC, Vijayawada
21.	Address	:	Chief Engineer, CCDMC/ADC, 20-4-15, Plot No.1G, Anand Heights, Kedareswarapet, Vijayawada-520003. Andhra Pradesh. India.
22.	Contact Details	:	email : tenders.ccdmc@gmail.com , Mobile: +91-7337365507

REQUEST FOR BIDS
(RFB)

GOVERNMENT OF Andhra Pradesh
Amaravati Sustainable Capital City Development Project

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

NATIONAL OPEN COMPETITIVE PROCUREMENT

Name of Project: Amaravati Sustainable Capital City Development Project.

Contract Title: Construction of E8 Road with BRT near Krishnayapalem to Nekkellu (Western Boundary) in AP New Capital City, Amaravati.

Project No: P159808

RFB Reference No.: 03/CE (CCDMC)/VJA/2016-17 dated 04.11.2016

1. The Government of Andhra Pradesh has applied for financing from the World Bank toward the cost of the Amaravati Capital City Project and intends to apply part of the proceeds toward eligible payments under the contract for construction of works as detailed below. This Project is co-financed by Asian Infrastructure Investment Bank (AIIB).
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" ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.
3. Bidders from India should, however, be registered as special class contractors with the Government of Andhra Pradesh or other State Governments/ Government of India, or State/ Central Government Undertakings.
4. The Capital City Development and Management Corporation Limited (CCDMC)/ Amaravati Development Corporation (ADC) now invites online Bids from eligible Bidders for the construction of works detailed below in the table. The bidders may submit bids for any or all of the works indicated therein. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the "Procurement Regulations" setting forth the World Bank's policy on conflict of interest.
5. The bidding document is available online from NIC eprocurement portal (<https://eprocure.gov.in/eprocure/app>) on from dt.14.11.2016 (2300hrs) to 13.12.2016 (1500hrs) for a non-refundable fee. Bidders should have registered on NIC portal, which

is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. A non-refundable fee of INR 10,000/- plus applicable service tax (15%) is required to be paid (to be submitted along with other documents listed in paragraph 9 below) before the opening of the Technical Bid i.e. before **dt.13.12.2016**. The mode of payment shall be in the form of Demand Draft drawn in favour of CMD, CCDMC, Vijayawada payable at Vijayawada, from any scheduled Bank.
7. Bids must be submitted online on or before **1530 hours** on **13/12/2016**. The Technical Bid will be opened online on the **16/12/2016** at **1600 hours**. The electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a Bid Security of the amount specified for the work in the table below, drawn in favour of CMD, CCDMC, Vijayawada. Bid security will have to be in any one of the form Demand Draft / Bank Guarantee as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of bid security is described in Para 9.
9. The bidders are required to submit (a) original demand drafts towards the cost of bid document (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document at the Office of CCDMC/ADC, Anand Heights, Kedareswarapet, Vijayawada-520003 before the opening of the Technical Bid i.e. on or before **1600 hours** on **dt. 16/12/2016**, failing which the bids will be declared nonresponsive and will not be opened.
10. A pre-bid meeting will be held on **21/11/2016** at **1100 hours** at the **Office of CCDMC/ADC** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting. Bidders are advised to submit their queries in writing during pre-bid meeting.
11. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

TABLE

Package No	Name of Work	Bid Security (INR)	Cost of Tender Document (INR)	Period of Completion
1	2	3	4	5
1	Construction of E8 Road with BRT near Krishnayapalem to Nekkellu (Western Boundary) in AP New Capital City, Amaravati.	INR 2,50,17,000/-	10,000/-plus applicable service tax (15%)	9 months

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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; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
2. **Source of Funds**
 - 2.1 The Government of India 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 prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. **Eligible Bidders**

4.1 A Bidder may be a firm that is a private entity, 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 constitute a legally-enforceable joint venture, unless otherwise **specified in the BDS**. Bids submitted by a JV when permitted shall comply with the following requirements:

- a. The maximum number of members in the Joint Venture shall be as **specified in the BDS**;
- b. the bid shall include all the information listed in Bidders Qualification Forms for all the Members;
- c. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all members;
- d. one of the members shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- e. the member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture and the entire execution

of the contract, including payment, shall be done exclusively with the member in charge;

- f. all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) above, as well as in the bid and in the Agreement [*in case of a successful bid*];
- g. the joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; and
- h. the joint venture agreement should 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 Manager¹ 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.

¹ The term 'Engineer' is also often used in place of 'Project Manager'. Accordingly, wherever 'Project Manager' is used, it also covers 'Engineer' and vice versa.

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, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

4.6 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 Not used

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.

4.10 Not used

5. **Eligible Materials, Equipment and**

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

Services

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 ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - 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.

7.

**Clarification of
Bidding
Document, Site
Visit, Pre-Bid
Meeting**

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.

7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Employer online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period **specified in the BDS**. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

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 only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode

shall not be considered by the Employer.

- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

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. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS**.
- 8.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders.
- 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.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 11.2 The Technical Part shall contain the following:

- (a) **Letter of Bid – Technical Part** prepared in accordance with ITB 12;
- (b) **Bid Security** in accordance with ITB 19.1;
- (c) **Alternative Bid – Technical Part**, if permissible, in accordance with ITB 13;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;
- (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) **Conformity:** a technical proposal in accordance with ITB 16;
- (h) **Construction methodology** as detailed in Para 1.1 of Section III Evaluation Criteria;
- (i) Contractor Registration certificate (as per RFB);
- (j) 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; and
- (k) any other document and schedules **required in the BDS**.

11.3 The **Financial Part** shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Bill of Quantities** completed online in accordance with ITB 12 and ITB 14;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13; and
- (d) any other document required **in the BDS**.

11.4 The Technical Part shall not include any information related

to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

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

12. Process of Bid Submission

- 12.1 The **Letter of Bid – Technical Part, Letter of Bid – Financial Part** and Bill of Quantities 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.

- 12.2 Entire Bid including the Letter of Bid and filled-up Bill of Quantity shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB Clauses 11 and 12.3 should also be uploaded on this website.

- 12.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

13. Alternative Bids

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

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

- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information

necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

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

14.
id Prices and
Discounts

- 14.1 The prices and discounts (**as specified in the BDS**) quoted by the Bidder in the Letter of Bid –Financial Part and in the 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 in words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Corrections if any, in the bid can be carried out by editing the information before electronic submission on e-procurement portal.
- 14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with

ITB 14.4, provided the Bids for all lots (contracts) are submitted and 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 excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. 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 Central Excise Notification and Customs Notification as per form stipulated in section IV. 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 quantity 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 customs/excise 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 customs/excise 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.

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| <p>15. Currencies of Bid and Payment</p> | <p>15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.</p> <p>15.2 Not used.</p> |
| <p>16. Documents Comprising the Technical Proposal</p> | <p>16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.</p> |
| <p>17. Documents Establishing the Eligibility and Qualifications of the Bidder</p> | <p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> <p>17.3 Not used.</p> |
| <p>18. Period of Validity of Bids</p> | <p>18.1 Bids shall remain valid for 90 days or for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required</p> |

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 the Technical Part of its Bid, a Bid Security as **specified in the BDS**, in original form, and for the amount **specified in the BDS**.

19.2 Not used.

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 is specified pursuant to ITB 19.1, any Bid not accompanied by a Bid Security in accordance with ITB 19.3 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 pursuant to ITB 50.

19.6 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part), or any extension thereto provided by the Bidder; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 49; or
 - (ii) furnish a Performance Security in accordance with ITB 50.

19.8 The Bid Security 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 shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1.

19.9 Not used.

20. Format and Signing of Bid

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

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business.

20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded along with 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. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.

D. Online Submission and Opening of Bids

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

Bids

- 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 electronic bidding system would not allow any late submission of bids after due date & time as per server time.
24. **Withdrawal, Substitution, and Modification of Bids** 24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.7.

E. Public Opening of Technical Parts of Bids

25. **Public Opening of Technical Parts of Bids** 25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date and time **specified in the BDS**, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the

provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, the bidders' name and such other details as the Employer may consider appropriate shall be notified as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

- 25.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

F. Evaluation of Bids – General Provisions

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| <p>26.
Confidentiality</p> | <p>26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45.</p> <p>26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.</p> |
| <p>27.
Clarification of Bids</p> | <p>27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of unit rates giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification,</p> |

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. Nonmaterial Nonconformities

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

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

G. Evaluation of Technical Parts of Bids

30. Evaluation of Technical Parts

30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31. Determination of Responsiveness

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

31.2 A substantially responsive Bid is one that meets the

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.

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

31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidder

32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

33.
subcontractors

- 32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
- 33.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 33.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

H. Public Opening of Financial Parts of Bids

34.
Public Opening of Financial Parts

- 34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
- (a) their Technical Part of Bid failed to meet the requirements of the bidding document;
 - (b) their Financial Part of Bid shall not be opened; and
 - (c) notify them of the date and time for public opening of Financial Parts of the Bids.
- 34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
 - (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and

- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**

34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids and discounts that are opened at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

35. Evaluation of Financial Parts

35.1 To evaluate the Financial Part, 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;
- (b) Not used;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid

- evaluation.
- 35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria
36. **Correction of Arithmetical Errors**
- 36.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.
37. **Conversion to Single Currency**
- 37.1 Not used.
38. **Margin of Preference**
- 38.1 Not applicable.
39. **Comparison of Financial Parts**
- 39.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost.
40. **Abnormally Low Bids**
- 40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
41. **Unbalanced or Front Loaded**
- 41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the

Bids

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.

41.2 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 sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or
- (c) reject the Bid if the risk cannot be mitigated through additional performance security.

42. Most Advantageous Bid

42.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

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

43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

43.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

44. Standstill Period

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

45. Notification of Intention to Award

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

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

J. Award of Contract

46. Award Criteria

46.1 Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42.

47. Notification of Award

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

47.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

47.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in>) or on the Employer's website with free access if available, or in the official gazette.

47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

48. debriefing by the Employer

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

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

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

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

49.

49.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the

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- Signing of Contract** office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
- 49.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 50 and revised construction methodology; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.
- 50. Performance Security**
- 50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security Form included in Section X, Contract Forms. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security 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.
- 50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.
- 51. Adjudicator**
- 51.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily fee **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the

Adjudicator.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The number of the Invitation for Bids is: 03/CE(CCDMC)/VJA/2016-17 dated 04.11.2016</p> <p>The Employer is: Capital City Development and Management Corporation Limited (CCDMC) Amaravati Development Corporation (ADC)/</p> <p>The reference number of the Request for Bids (RFB) is: 03/CE(CCDMC)/VJA/2016-17 dated 04.11.2016</p> <p>The name of the RFB is: Construction of E8 Road with BRT near Krishnayapalem to Nekkellu (Western Boundary) in AP New Capital City, Amaravati.</p> <p>The number and identification of lots (contracts) comprising this RFB is:1</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	<p>The Borrower is Government of Andhra Pradesh</p> <p>This Project is financed by the World Bank and Asian Infrastructure Investment Bank (AIIB).</p> <p>The name of the Project is: Amaravati Sustainable Capital City Development Project (P159808)</p>
ITB 4.1	Bids from Joint ventures are not acceptable for this particular project.
ITB 4.1 (a)	Maximum number of members in the Joint Venture (JV) shall be: Not applicable
ITB 4.1 (h)	Place where the agreement to form JV to be registered is: Not applicable
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p> <p>Debarred firms and individuals by Government of Andhra Pradesh or other State Governments/ Government of India, or State/ Central Government Undertakings are not allowed to participate in the Bidding.</p>
B. Contents of Bidding Document	
ITB 7.1	Electronic – Procurement System

	<p>The Employer shall use the NIC eprocurement system to manage this Bidding process. The Bidders who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at 'e'market place. The tenderers should upload the scanned copies in support of their Technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.</p> <p>- The CCDMC will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting their bids online.</p>
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place: Date: 21/11/2016 Time: 1100 Hrs Place: CCDMC Office, 20-4-15, Flat No: 1G, Anand Heights, Besides Prabhas College, Kedareshwarapet, Vijayawada – 520003</p>
ITB 8.1	The addendum will appear on the NIC e-procurement system
C. Preparation of Bids	
ITB 11.2 (k)	Not used
ITB 11.3 (d)	Not used
ITB 12	Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	<p>For submission of original documents, the Employer's address is: Attention: Chief Engineer, CCDMC/ADC 20-4-15, Flat No: 1G, Anand Heights, Besides Prabhas College Kedareshwarapet, Vijayawada – 520003</p>
ITB 13.1	Alternative Bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.3	Not Applicable
ITB 13.4	Not Applicable
ITB 14.1	Discounts are not applicable.

ITB 14.2	APSSR/SoR 2016-17 rates and prices are applicable for all item of works. For item of works not covered in SSR/SoR 2016-17, CPWD –SoR 2016 shall be applicable.
ITB 14.4	Not Applicable.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract
ITB 18.1	The Bid validity period shall be 90 days.
ITB 18.3	Not used
ITB 19.1	The Bidder shall furnish a Bid Security of INR 2,50,17,000/- . The bidder shall invariably upload the scanned copies of DD / BG in e-Procurement system and this will be the primary requirement to consider the bid as responsive.
ITB 19.3 (d)	Other types of acceptable securities are: None
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid
D. Online Submission and Opening of Bids	
ITB 21.1	Class of DSC required is: Class 3
ITB 22.1	Last date for submission of of Bids: 1530 hrs on Date: 13.12.2016 .
ITB 24.1	A Bidder may modify its bid on the e- procurement system, in accordance with the process defined there in, no later than the date and time specified. Modification of the Bid sent through any other means shall not be considered by the Employer. Bidders may modify their bids on line before the deadline for submission of bids specified in BDS ITB 22.1. The last modified bid submitted by the bidder within the bid submission time shall be considered as a responsive bid. In online system of bid submission the modification is allowed any number of times prior dead line for submission of bid.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The online Bid opening of Technical Parts of Bids shall take place on: Date: 16/12/2016 Time:1600 Hrs The Technical bids will be opened online by the concerned Chief

	<p>Engineer/Superintending Engineer at the time and date as specified in the tender documents. All the Statements, documents, certificates, Demand Draft / Bank Guarantee etc., uploaded by the Tenderers will be verified and downloaded, for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters / criteria same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of Technical bids evaluation will be displayed on the 'e'market place, which can be seen by all the tenderers who participated in the Tenders.</p> <p>The CCDMC shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DD/BG towards bid security in the e-procurement system and open the price bids of the responsive bidders.</p> <p>Minutes of Bid opening to be documented and signature of bidders/their authorized agents attended bid opening, taken on it and will be faxed to next higher authority. These minutes will form part of the bid evaluation.</p>
F. Evaluation of Bids – General Provisions	
ITB 29.3	
G. Evaluation of Bids - Technical Parts	
ITB 33.1	At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 33.2	N/A
ITB 33.3	If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing tenders itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Tender Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 20% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.
H. Public Opening of Financial Parts	
ITB 34.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Chief Engineer/any officer designated by the Chief Engineer (CCDMC) will notify all Bidders of the location, date and time of the public opening of

	Financial Parts.
I. Evaluation of Bids - Financial Parts	
ITB 41.2(a)	For Bids up to 25% less than the Estimated Project Cost of work, no additional security deposit is required. But for tenders less by more than 25% of the Estimated Project Cost, the difference between the tendered amount and the estimated project value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work.
ITB 44 Standstill Period	Standstill Period is 21 Business Days.
F. Award of Contract	
ITB 51	<p>(a) The Adjudicator shall be appointed by the Employer as per GCC 23.1 & GCC 23.2</p> <p>(b) The Superintending Engineer / Chief Engineer will award or recommend to the Competent Authority for award of the contract to the Tenderer who is Technically qualified as per the Tender conditions and whose price bid is lowest.</p> <p>(c) CCDMC reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.</p>

Section III - Evaluation and Qualification Criteria

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

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include

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

For this purpose the Bidder should also submit:

a detailed note outlining its proposed methodology and program of construction including Environmental Management Plan, backed with equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

1.3 Specialized Subcontractors – Not Applicable

2.1 Qualification Criteria

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

Eligibility and Qualification Criteria			Compliance Requirements	Documentation	
No.	Subject	Requirement	Single Entity	Submission Requirements	Acceptance Criteria
1. Eligibility					
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Forms ELI – 1.1 with attachments	
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Letter of Bid	
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Letter of Bid	
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Forms ELI – 1.1 with attachments	
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Forms ELI – 1.1 with attachments	
2. Historical Contract : Non-Performance					
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st April 2011	Must meet requirement	Form CON-2	
2.2	Suspension Based on Execution of Bid Securing Declaration by the	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	Letter of Bid	

Eligibility and Qualification Criteria			Compliance Requirements	Documentation	
No.	Subject	Requirement	Single Entity	Submission Requirements	Acceptance Criteria
	Employer or withdrawal of the Bid within Bid validity period				
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability should be according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	Form CON – 2	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ¹ since 1 st April 2011	Must meet requirement	Form CON – 2	
3. Financial Situation and Performance					
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Rs 83.39 crore (Rupees Eighty Three Crore and Thirty Nine Lakh only) for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	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		
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. Profit after tax should be positive in the last two of last three financial years and average profit after tax for last	Must meet requirement		

¹ 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.

Eligibility and Qualification Criteria			Compliance Requirements	Documentation	
No.	Subject	Requirement	Single Entity	Submission Requirements	Acceptance Criteria
		three financial years should be positive.			
		<p>(iv) The Tenderer who have applied for / availed Corporate Debt Restructuring (CDR) from the financial year 2011-12 to till date are not eligible to participate in the tender. In this regard, a Certificate from the Chartered Accountant by the tenderer shall be uploaded. The certificate issued by the Chartered Accountant shall be in the current financial year i.e., 2016-17.</p> <p>The company if applied prior to 2011-12 to banks for corporate debt restructuring, the said process should have been completed and entity should have been restructured. In this regard, a latest Certificate from the Chartered Accountant by the tenderer shall be uploaded.</p> <p>Bidders not uploading the Chartered Accountant certificate indicating the capital debt restructuring (CDR) shall be made ineligible.</p>	Must meet requirement		
<p><i>Note: The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank In India) in form 3.3</i></p>					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover (in at least one of the last five financial years) in civil engineering construction work of Rs 250.17 Crore (Rupees Two Hundred Fifty Crore and Seventeen Lakh Only) calculated as total certified payments received for contracts in progress and/or completed within the last five years.	Must meet requirement	Form FIN – 3.2	Income Tax Returns for last five years.
<p><i>Note: The amount stated should normally not be less than twice the estimated annual turnover or cash flow in the proposed Works contract (based on a straight-line projection of the Employer's estimated cost, over the contract duration).</i></p>					
4. Experience					
4.1 (a)	General Construction Experience	Experience under construction contracts as a single entity/Prime Contractor from 2011-12 to bid submission date.	Must meet requirement	Form EXP – 4.1	
4.2 (a)	Specific Construction & Contract Management	<p>(i) Satisfactorily completed as prime contractor* at least one contract (construction of National Highways/Expressways/State Highways (4 lanes and above)) of value not less than Rs 200.13 Crore (Rupees Two Hundred Crore and Thirteen Lakh Only) of the</p>	Must meet requirement	Form EXP 4.2(a)	

Eligibility and Qualification Criteria			Compliance Requirements	Documentation	
No.	Subject	Requirement	Single Entity	Submission Requirements	Acceptance Criteria
	Experience	<div>work for which bids are invited from 2011-12 to bid submission date.</div> <div>(ii) Satisfactorily completed as prime contractor* in similar works of cost not less than Rs 166.78 crore (Rupees One Sixty Six Crore and Seventy Eight Lakh Only) in any financial year from 2011-12 to bid submission date updated to 2016-17.</div> <div>(iii) Satisfactorily completed as Prime contractor* Bridge/ Flyover/ ROB/ Viaduct works of cost not less than Rs. 51 crore) in any one financial year from 2011-12 to bid submission date updated to 2016-17.</div> <div>*If work(s) submitted by the Bidder were carried out as a Prime Contractor of a Joint Venture, the cost considered for evaluation shall be the overall cost of such work(s) multiplied by the percentage share of such prime contractor in the JV.</div>			
4.2 (b)		<div>Satisfactorily executed as prime contractor, the following items of works (physical quantities) in any financial year from 2011-12 to bid submission date:</div> <div><div>Earth Work (cum)402152</div><div>Granular subbase (cum)56197</div><div>Wet Mix Macadam (cum)59123</div><div>Dense Bituminous Macadam (cum)25931</div><div>Bituminous Concrete (cum)11274</div><div>RCC Works (cum)13784</div><div>Prestressed Cement Concrete - M40(cum)6732</div><div>1200 mm dia RCC Pipes –NP4(rmt)1350</div><div>1200 mm dia cast in situ bored piles (rmt)2908</div></div>	Must meet requirements	Form EXP – 4.2 (b)	

<p>4.2 (c)</p>	<p>Bid Capacity:</p> <p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:</p> <p>Assessed Available bid capacity = (A*N*2-B)</p> <p>Where,</p> <p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year at the rate of 10% 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</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><u>Bid Capacity assessment in case of participation in concurrent tenders called by CCDMC</u></p> <p><u>Bid Capacity assessment in case of participation in concurrent RFBs called by CCDMC</u></p> <ol style="list-style-type: none"> 1. CCDMC is floating four (4) concurrent RFBs (Request for Bids) for the construction of roads in the Amaravati Capital city with the following NIT Numbers;, <ol style="list-style-type: none"> i. 03/CE (CCDMC)/VJA/2016-17dated 04.11.2016 ii. 04/CE (CCDMC)/VJA/2016-17dated 04.11.2016 iii. 05/CE (CCDMC)/VJA/2016-17dated 04.11.2016 iv. 06/CE (CCDMC)/VJA/2016-17dated 04.11.2016 2. All the bidders shall have the option to Bid for more than one of these concurrent RFBs.
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	<p>3. The evaluation of the submissions made by the bidders for the four (4) RFBs shall be undertaken in parallel as per the procedure laid below,</p> <p>4. The technical qualification of all the bidders participating in the four (4) RFBs, irrespective of their participation in one or more than one RFB shall be undertaken based on the technical submissions made by the firm as per the terms set in the RFB.</p> <p>5. After establishing the technical qualification as described above, the Price Bid opening for the above four (4) RFBs shall be undertaken in a sequential manner based on the descending order of the “Estimated Project Cost”, as declared in the RFB documents. Viz. the Price bids for the RFB with second highest “Estimated Project Cost” shall be opened after identifying the L1 bidder for the RFB with highest “Estimated Project Cost”, so on so forth.</p> <p>6. In case any bidder submits bid for more than one RFB and is identified as L1 in any of the RFB as per the process laid in 3(ii) above, the Available Bid Capacity assessment of such bidder shall be re-assessed before opening the financial bid of such bidder in the RFB for which the financial bid is next scheduled for opening (if any).</p> <p>7. Such re-assessment of the Available Bid Capacity shall be undertaken as described below:</p> <p style="padding-left: 40px;">i. <u>Case-1 – Any given Bidder is L1 in 2 RFBs:</u> For 2nd RFB Bid Capacity calculation, 1st RFB’s L1 value will be considered as part of Bidder’s “existing commitments and on-going works to be completed (b value)”.</p> <p style="padding-left: 40px;">ii. <u>Case-2 – Any given Bidder is L1 in 3 RFBs:</u> For 2nd RFB Bid Capacity calculation, 1st RFB’s L1 value will be considered as part of Bidder’s “existing commitments and on-going works to be completed (b value)” and for 3rd Package Bid Capacity calculation, 1st & 2nd RFBs’ L1 value will be considered as part of Bidder’s “existing commitments and on-going works to be completed (b value)”.</p> <p style="padding-left: 40px;">iii. <u>Case-3 – Any given Bidder is L1 in all 4 Packages.</u> For 2nd Package Bid Capacity calculation, 1st RFB’s L1 value will be considered as part of Bidder’s “existing commitments and on-going works to be completed (b value)” and for 3rd Package Bid Capacity calculation, 1st & 2nd Package’s L1 value will be considered as part of Bidder’s “existing commitments and on-going works to be completed (b value)”. For 4th Package Bid Capacity calculation, 1st, 2nd & 3rd Package’s L1 value will be considered as part of Bidder’s “existing commitments and on-going works to be completed (b value)”.</p> <p>Note: for the process outlined in 7 above, 1st RFB means the RFB with the highest “Estimated Project Cost”, 4th RFB means RFB with lowest “Estimated Project Cost”, so on so forth.</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>
4.2 (d)	Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: -

	<ul style="list-style-type: none">a. made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;b. Record of poor performance such as abandoning the works, not properly completion or financial failures etc.c. Consistent history of litigation or arbitration awards against the bidderd. Participated in the previous bidding (if this is a re-bidding) for the same work and had quoted unreasonably high bid price and could not furnish any rational justification for the same to the employer.
	<p>Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have</p> <ul style="list-style-type: none">- Furnished false / fabricated particulars in the forms, statements and/annexures submitted in proof of the qualification requirements and/or- Not turned up for entering into agreement, when called upon.- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or- participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and- even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over.

3. Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Nos	Total Work Experience (years)	In Similar Works Experience (years)
<u>1</u>	Project Manager	1	20	10
<u>2</u>	Construction Manager**	1	15	10
<u>3</u>	Construction Planning Engineer**	<u>1</u>	<u>10</u>	5
<u>4</u>	Site Engineer (Roads)*	<u>4</u>	<u>10</u>	<u>3</u>
<u>5</u>	Highway Engineer	<u>1</u>	<u>10</u>	<u>5</u>
<u>6</u>	Quality Control/Materials Engineer**	<u>2</u>	<u>10</u>	5
<u>7</u>	Bridge Engineer**	<u>4</u>	<u>15</u>	10
<u>8</u>	HSE Engineer**	<u>1</u>	<u>15</u>	10
<u>9</u>	Electrical Engineer	<u>1</u>	<u>5</u>	3
<u>10</u>	Traffic Engineer	<u>1</u>	<u>5</u>	3
<u>11</u>	Mechanical Engineer	<u>1</u>	<u>5</u>	3
<u>12</u>	Bridge and Culverts Supervisor	<u>6</u>	<u>5</u>	3
<u>13</u>	Supervisor	<u>10</u>	<u>10</u>	5
<u>14</u>	Surveyor	<u>2</u>	<u>10</u>	5

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

*Persons with Bachelor degree in Civil Engineering or degree equivalent qualifications are preferred. Diploma holders, if nominated for these positions marked with an asterisk, shall have +2 years' experience each for Total Work and Similar Works

** Persons with Bachelor degree in Civil Engineering or degree equivalent qualifications are preferred.

For SI No.3 Construction Planning Engineer should be capable of submitting Construction programs in MS Project/Primavera

For SI No.7 Bridge Engineer should be experienced in posttensioning and piling activities.

For SI No.8 HSE Engineer should have undertaken at least one project of road safety audit.

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.

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

Note:

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

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

4. Equipment

The Bidder has to work with minimum two crews with two set of machineries.

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

	Equipment Type and Characteristics*	Minimum Number required
1	Dozer 80 HP	4
2	Water Tanker 6 KL capacity	7
3	Hydraulic Excavator 0.90 cum bucket Capacity @ 36 cum per hour	7
4	Tipper 5.5 cum Capacity	3
5	Tipper 10 tonne Capacity	17
6	Vibratory roller 8-10 tonnes @ 100 cum per hour	5
7	Motor grader for grading @ 100 cum per hour	5
8	Front end loader 1 cum capacity	1
9	Paver finisher hydrostatic with sensor control @ 75 tonne per hour	1
10	Wet mix plant of 75 tonne hourly capacity	1
11	Plate Compactor @ 3.5 cum per hour	8
12	Concrete mixer (cap 0.40/0.28 cum)	1
13	Generator 100 KVA	1
14	Transit Mixer 4 cum capacity	1
15	Concrete Pump	1
16	Tractor – Rotavator	2
17	Bitumen pressure distributor @ 1750 sqm per hour	1
18	Emulsion pressure distributor @ 1750 sqm per hour	1
19	Batch mix HMP @ 75 Tonne per hour	1
20	Concrete batching and mixing plant @ 15 cum/hr	1
21	Batching plant @ 30 Cum/hr	1

* the age of the equipment should not be older than 8 years.

The contractor shall submit quality plan and show proof of owning quality laboratory.

Quality Control laboratory with following listed equipment:

1. Testing machine
for determining crushing strength of cement concrete cubes cone for slump test
2. Bitumen
extraction test apparatus.
3. Apparatus for
finding liquid limit and plastic limit for binding material.
4. Electrically
heated oven
5. Proctor's density
test apparatus.
6. Set of sieves
required for sieve analysis of coarse aggregate and fine aggregate, AIV machine,
Metal gauge and sieve for flakiness index.

- | | | |
|-----|---------------------------------|------------------|
| 7. | 5 kgs capacity. | Physical balance |
| 8. | apparatus to test field density | Sand cone |
| 9. | and straight edge – 2 sets | Camber board |
| 10. | cubes, cone for slump test | Cement concrete |

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

5. Multiple Packages: Not Applicable

2. Financial Part

2.1 Margin of Preference - Not Applicable

2.2 Multiple Contracts Not Applicable

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

2.4 Alternative Completion Times (ITB 13.2) - Not Applicable

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

2.6 Other criteria (if permitted under ITB 35.1(f)):

.....
.....

Section IV - Bidding Forms

Letter of Bid – Technical Part

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

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

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

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

RFB No.: [insert number of RFB process]

Alternative No¹: [insert identification No. if this is a Bid for an alternative]

To: The Chief Engineer, CCDMC/ADC

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]
- (d) **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;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

¹ Delete if not applicable

- (f) **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;
- (g) **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;
- (h) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6²;
- (i) **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;
- (j) **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
- (k) **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;
- (l) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."; and
- (m) **Adjudicator:** We accept the appointment of [insert name proposed in Bid Data Sheet] as the Adjudicator.

[or]

We do not accept the appointment of [insert name proposed in Bid Data Sheet] as the Adjudicator, and propose instead that [insert name] be appointed³ as Adjudicator, whose daily fees and biographical data are attached.

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

² Use one of the two options as appropriate

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

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

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

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

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

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

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

Technical Proposal

Technical Proposal Forms

- Personnel**
 - Equipment**
 - Site Organization**
 - Method Statement**
 - Mobilization Schedule**
 - Construction Schedule**
 - 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**

Appendix to Technical Part: Personnel

Forms for Personnel

Form PER – 1: Proposed Personnel

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

S. No.	Title of position	Name	Qualification	Years of Experience	Years of Experience in Proposed Position		
					Road Bridges works*	Others*	Total
1.							
2.							
3.							
4.							
5.							
6.							
etc.							

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

Appendix to Technical Part

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

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

[illegible]

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Appendix to Technical Part: Equipment

Forms for Equipment

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

The bidder shall furnish declaration of owning/ leasing the equipment on Rs.100/- stamp paper along with the proof of owning the same by uploading the invoices either in his name or lessor name.

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

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

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

--	--

Appendix to Technical Part

Site Organization

The Bidder shall provide details of his proposed manpower structure for the supervision and execution of the Works including, without limitation, the posts identified in Form PER-1

Appendix to Technical Part

Method Statement

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental Management Plan, 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 review of completion as per mile stones]

Appendix to Technical Part

Mobilization Schedule

The Bidder shall provide details of his proposed schedules for the mobilization of staff, labour, equipment, materials and subcontractors (if appropriate) for the execution of the Works.

Appendix to Technical Part

Construction Schedule

The Bidder shall provide details of his proposed programme for the execution of the Works, including proposed dates for mobilization of critical items of Contractor's Equipment. The Construction Schedule shall be accompanied by a cash flow statement.

Appendix to Technical Part
Sub-Contracting (Not Applicable)

SCHEDULE OF SUBCONTRACTORS

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

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

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

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

Appendix to Technical Part Others

Appendix to Technical Part

Bidder's Qualification

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

Appendix to Technical Part

Form ELI -1.1: Bidder Information Form

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

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

3. All legal documents including:

i	PAN Card - (Income Tax)	Contractor/ Firm should produce copy of PAN Card
ii	Copies of Income Tax Returns	Contractor/ Firm should furnish IT Returns of last 5 years
iii	VAT Registration & Clearance	Contractor/ Firm should produce copy of VAT Registration
iv	Copies of VAT Tax Returns	Contractor/ Firm should furnish latest VAT clearance
v	Contractor's Registration certificate	Contractor/ Firm should possess a valid registration issued by any State PWD/CPWD/ NH etc.,

Appendix to Technical Part

Form ELI -1.2: Information Form for JV Bidders (Not Applicable)

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

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

JV/Specialist Subcontractor Information
Bidder's Joint Venture or Subcontractor's name:
JV member's or Subcontractor's name:
JV member's or Subcontractor's country of registration:
JV member's or Subcontractor's year of constitution: <div style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 10px;">NOT APPLICABLE</div>
JV member's or Subcontractor's legal address in country of constitution:
JV member's or Subcontractor's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

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

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

Appendix to Technical Part

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st April 2011 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st April 2011 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 nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (Rs)	Contract Identification	Total Contract Amount (Rs)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CCC: Current Contract Commitments / Works in Progress

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

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rupees)	Stipulated period of completion	Value of works ⁴ remaining to be completed (Rupees)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

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

Description of & Work	Place Address of State	Name and value of works Employer	Estimated period of (Rupees)	Stipulated decision is completion	Date when if any expected	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Value at 2016-17 Price level of existing and on-going works to be completed during the next **9 months of Contract.**

S.No	Name of Contract	Value of commitments to be completed during the next 9 months
------	------------------	---

⁴ Attach certificate(s) from the Engineer(s)-in-Charge.

		As per contract value	At 2016-17 level*
1			
2			

*costs of works of previous years shall be given weightage of 10% per year to bring them to 2016-17.

Appendix to Technical Part

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (Rs)	Historic information for previous 5 years, (amount in Rs)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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

2. Sources of Finance

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

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

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for 5 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

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

☐ Attached are copies of financial statements⁵ for the _____ years required above; and complying with the requirements

⁵ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Appendix to Technical Part

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

- * See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2. Annual construction turnover calculated as total certified payments received for work in progress or completed, for 5 years duly certified by a Chartered Accountant and corresponding year's Income Tax returns also needs to be submitted.

Appendix to Technical Part

JOINT VENTURE

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

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

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

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

Name and address of Bankers to the Joint Venture

Appendix to Technical Part
Form FIN - 3.3: Financial Resources

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

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

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

[To be given from a Nationalized or Scheduled Bank in India-No substitute other than this will be acceptable)]

Clause 3.1(ii) of Section III – Qualification Criteria**(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)**

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

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

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

Appendix to Technical Part

Form EXP - 4.1: General Construction Experience

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Appendix to Technical Part

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Work performed as prime Contractor 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 years⁶.

[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				

⁶ Immediately preceding the financial year in which bids are received.

E-mail:	
---------	--

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

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

Appendix to Technical Part

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name⁷ (as per ITB 33.2 and 33.3): _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

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

⁷ If applicable.

Year 4			
Employer's Name ⁸ :			
Address:			
Telephone/fax number			
E-mail:			

⁸ Attach certificates issued by the Executive Engineer concerned and countersigned by the Superintendent Engineer / Chief Engineer of State Government or equivalent in cadre for Central / any state govt. / public undertakings / private limited companies showing work wise / year wise value of work done and date of completion.

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

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

2. Activity No. Two

3.

Appendix to Technical Part

Form.....

(Name of the Project)

(Declaration regarding customs/ excise 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

1. We confirm that we are solely responsible for obtaining customs/excise 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 Central Excise Notification No.108/95 read along with all subsequent amendments including the amendment dated 01-03-2008 and Customs Notification No. 85/99.
3. The goods/construction equipment for which certificates are required are as under:

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

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

Date: _____

Place: _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

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

**** Modify the above to suit the requirements given in Central Excise/Customs Notification as current of date of bidding.***

Appendix to Technical Part: Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

WHEREAS, _____ [name of Bidder]⁹ (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 _____ ¹⁰for 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 (b) does not accept the correction of the Bid Price pursuant to ITB 36;

Or

(2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

⁹ In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".

¹⁰ The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

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

This Guarantee will remain in force up to and including the date _____¹¹days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

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

Letter of Bid - Financial Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

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

Total price is: *[insert the total price of the Bid in Rs in words and figures];*

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]*

Appendix to Financial Part: Schedules

Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. *The quantities here given are those upon which the tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done.* The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the quoted price in the Bill of Quantities, and otherwise at such rates and prices as the Engineer-in-Charge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The price quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & MoRTH Specifications.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents. If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.
9. The Tenderer should inspect and select the quarries of his choice before he quotes the rate in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.
11. The actual proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.

12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
13. Wherever bailing out of water is involved either for excavation or for foundations or for constructions or any fillings, the quoted price shall take into account the dewatering charges necessary. No separate payment will be made for dewatering, shoring and strutting.
14. Wherever embankment work is involved, useful soils approved by the Engineer-in-Charge from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.
15. The quoted price shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Engineer-in-Charge from time to time. The quoted price shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted price.
16. The Contractor shall ensure that, the quoted price shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender price.
17. The tenderer shall examine closely the MORTH and its addenda volume in token of such study before submitting his overall tender price which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer. The MORTH and other documents connected with contract such as estimates, plans, specifications, can be seen on all working days in the O/o Chief Engineer.
18. The tenderers attention is directed to requirements for materials and workmanship conforming to the Bureau of Indian Standards specifications, shall be used on the work and the tenderers shall quote his overall tender price accordingly.

19. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S. Codes before tendering.
20. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Chief Engineer in writing well before their use of the work.
21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The CCDMC will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc. The Contractor is responsible for proper stacking, safe guarding of the procured material.
22. Inspection of site and quarries by the tenderer: Every tenderer is expected before quoting his overall tender price, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Executive Engineer, in any case, shall be submitted for the Chief Engineer's approval before the supply to site of work is begun.
23. The tenderer's particular attention is drawn to the sections and clauses in the MORTH specification dealing with:
 - a. Test, inspection and rejection of defective materials and work.
 - b. Carriage
 - c. Construction plant
 - d. Water and lighting
 - e. Cleaning up during the progress and for delivery.
 - f. Accidents
 - g. Delays
 - h. Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall tender price he is tendering.
24. The defect liability period of contract is 24 months.
25. The quoted price for items include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote his price considering all the aspects of the tender to complete the finished item of work as per the MORTH / B.I.S. specifications, the special specifications appended, Drawings etc.
26. If there is any contradiction between MORTH and B.I.S. specifications, listed and detailed technical specifications, the MORTH specifications shall prevail.
27. In case of a job for which specifications are not available with the Schedule or in MORTH / B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Chief Engineer.

28. The contractor should use with written approvals from Chief Engineer the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor's bill. The contractor should quote his price keeping in view of the above aspects.
29. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
30. In the case of discrepancies between the written description of the item in the **Volume II** (Bill of Quantities) and the detailed description in the **Volume IV** (Technical Specification) of the same item, the latter shall be adopted.
31. The rates quoted in BoQ shall govern the payment of extras or deductions for omissions.
32. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Chief Engineer, CCDMC and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The quoted price is for works in situ and complete in every respect.
33. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be quoted price.
34. For all items of work, intermediate payment will be made on pro-rata basis. Full-accepted agreement rates will be paid only after all the items of works are completed.
35. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
36. The payment of rates for supplement items of work will be regulated as under.
- Purely new items which do not correspond to any item in the agreement and the rate of all such items shall be operable with prior written approval of Chief Engineer.
37. The following are the makes of materials/approved agencies items of work, the quality of which is acceptable to the Engineer in charge.
- General Note for Approved Makes of all discipline:** The specific makes wherever given in the item description shall be strictly adhered and in no case the equivalents be considered. The alternatives shall only be considered on documentary evidence of discontinue of production by manufacturer and acceptance of the same by consultant.
- | | |
|---|---|
| Ordinary Portland Cement 53 Grade (conforming to IS: 269) | L&T, KCP, BHARATHI, BIRLA, AMBUJA, ACC, JP, DHALMIA |
| Reinforcement bar / Structural Steel Fe 500 D(as per IS:1786, IS:226) | TATA, SAIL, JINDAL, RASTHRIYA ISPATH NIGAM LIMITED (RINL) |
38. Confirmatory bore logs for bridges to be done by contractor as per requirement and no separate cost will be paid.

39. No extra amount would be paid to the contractor if additional usage of cement resulted due to design mix than specified in the specification.

The Bill of Quantities uploaded separately as **Volume II**.

1. Sample Bill of Quantities¹²

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>		<i>Amount¹³</i>
				In figures	In words ¹⁴	
<u>Total (Rs in figures)</u>						
Total (Rs in words)						

Note:

1. *Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer :ITB Clause 14.2 and GCC Clause 41.3)*
2. *Unit rates and prices shall be quoted by the bidder in Indian Rupees [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 as explained in [ITB Clause 36.1]. [Note: delete this point if the e-procurement system automatically calculates the total from the unit rate and quantity]*

¹² Requirement can be met through a specialized sub-contractor, if permitted in the bidding document.

¹³ The total amount is automatically calculated by the e-procurement system, from unit rates and quantities, where the e-procurement system supports such functionality

¹⁴ The amount in words is automatically populated by the e-procurement system, where the e-procurement system supports such functionality

4. *Where there is a discrepancy between the rate in figures and words, the rates in words will govern.[ITB Clause 36.1] [Note: delete this point if the e-procurement system automatically populates the amount in words from the amount in figures]*

Section V - Eligible Countries

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

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

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

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

Section VI - Fraud and Corruption

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, 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;¹⁵ (ii) to be a nominated¹⁶ 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, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect¹⁷ all accounts, records and other

¹⁵ 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.

¹⁶ 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.

¹⁷ 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.

documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

PART 2 – Works’ Requirements

Section VII - Works' Requirements

Specifications

All the Technical specifications regarding the works shall conform to MORT&H Standards (Fifth Revision) / Bureau of Indian Standards / IRC Standards/IS Codes / National Electric Code / National Lighting Code / Government of India Manuals and various advisories from Government of India or others statutory bodies and amendments, if any. If there is any conflict of specifications among the standards, the decision of Chief Engineer shall be final and binding on the contractor.

Technical Specifications are uploaded as **Volume II**

Drawings

The Drawings are uploaded separately as **Volume IV**.

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.

General Conditions of Contract

A. General

1. Definitions

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

accordance with the Contract.

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

administering the Contract.

- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding 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**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the

following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor's Bid & Priced Bill of Quantities,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract, including Appendices,
- (f) Specifications,
- (g) Drawings,
- (h) Joint Venture Agreements (where applicable), 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**.

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.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India 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, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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.

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.

-
- 5. Delegation** 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communica-
tions** 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. All oral instructions shall be confirmed in writing in seven working days.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager upto a ceiling **specified in PCC**, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 7.2 The Project Manager should satisfy himself before recommending to the Employer whether:
- a) the circumstances warrant such sub-contracting; and,
 - b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.
- 7.3 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor's liability or obligations under the contract.
- 7.4 The Contractor shall not be required to obtain any consent from the Employer for:
- (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract;
 - (b) the provision for labour, or labour component, and,
 - (c) the purchase of materials which are in accordance with the standards specified in the contract.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished alongwith the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it

in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

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

3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)

8. Other Contractors

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

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, and **referred to in PCC**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his work force, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.
- 9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor¹⁸.
- 9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.

¹⁸Based on Government Directives.

Compliance with Labour Regulations

- 9.7 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules),

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| 10. Employer's and Contractor's Risks | 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks. |
| 11. Employer's Risks | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed. <p>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</p> <ul style="list-style-type: none"> (a) a Defect which existed on the Completion Date, (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or (c) the activities of the Contractor on the Site after the Completion Date. |
| 12. Contractor's Risks | 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks. |
| 13. Insurance | 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts |

and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees 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 and as per instructions of Project Manager.

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

Protection of

15.2.2 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made

Environment	thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.
16. The Works to Be Completed by the Intended Completion Date	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	<p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>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.</p>
18. Safety	18.1 The Contractor shall be responsible for the safety of all activities on the Site.
19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and

Site	to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. Instructions, Inspections and Audits	<p data-bbox="477 296 1365 401">22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p data-bbox="477 432 1365 611">22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p data-bbox="477 642 1365 1146">22.3 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
23. Appointment of the Adjudicator	<p data-bbox="477 1178 1365 1430">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.</p> <p data-bbox="477 1461 1365 1640">23.1.1 The Adjudicator should be in position before "notice to proceed with work" is issued to the Contractor and an agreement should be signed with the Adjudicator jointly by the Employer and the Contractor in the form attached – Appendix 3.</p> <p data-bbox="477 1671 1365 1881">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</p>

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

24. Procedure for Disputes

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

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

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

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

25. 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 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.

B. Time Control

26. Program

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program (revising the program given along with the bid) including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 26.5 The Contractor shall furnish monthly progress reports as directed by the Project Manager by 7th of the succeeding month. The report shall include charts and detailed descriptions of the progress of identified activities, photographs showing status of progress at site, records of Contractor's personnel and equipment, Quality Assurance documents, comparison of actual and planned progress as per program.

27. Extension of the Intended Completion Date

- 27.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date/ milestones within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation

and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date/ milestone.

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| 28. Acceleration | <p>28.1 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.</p> <p>28.2 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.</p> |
| 29. Delays
Ordered by the
Project
Manager | <p>29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p> |
| 30. Management
Meetings | <p>30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place indicated in PCC. The periodicity 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 26.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p> |
| 31. Early Warning | <p>31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as</p> |

reasonably possible.

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

C. Quality Control

32. Quality Assurance

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

33. Tests

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

34. Identifying Defects and Correction of Defects

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

which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.4 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

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

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

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

D. Cost Control

36. Contract Price

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

37. Changes in the Contract Price

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

(a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.

(b) If the quantity of work executed is less than the quantity of the item in BOQ and is 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

37.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the

Employer.

- 37.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 38.1 All Variations shall be included in updated Programs produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, [*or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC38.2*] 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.
- 38.4 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.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 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 Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 38.7 Value Engineering: Unless otherwise **specified in the PCC**, 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 costs) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

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

- (a) accelerate the contract completion period; or
- (b) reduce the Contract Price or the life cycle costs to the Employer; or
- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yield 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.

39. Cash Flow Forecasts

- 39.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall be in Indian Rupees.

40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously along with details of measurement of the quantity of works executed in a tabular form

approved by the Project Manager.

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

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate **stated in the PCC**.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated at the rate stated in GCC 41.1 above, from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

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

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

Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

43. Tax

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

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

44. Currencies

44.1 All payments shall be made in Indian Rupees.

45. Price Adjustment

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

(a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC 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.

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

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

Where,

'R_{sn}' is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in 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_n" is the adjustment multiplier to be applied to the value of the work done during the period "n", this period being a month unless otherwise stated in the PCC.

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in

contractual payments;

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

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

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

- (e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the date 28 days prior to the date of opening of bids.
- (f) If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:
 - (i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or
 - (ii) the current index or price applicable for the period in question whichever is more favourable to the Employer.
- (g) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.
- (h) Unless otherwise **stated in the P.C.C.**, the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data.

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

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

46. Retention

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

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

47. Liquidated Damages

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

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

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

Sub-Clause 41.1.

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| 48. Bonus | 48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete. |
| 49. Advance Payment | <p>49.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts in Indian Rupees equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively (each instalment not less than Rs 500,000) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p> <p>49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.</p> <p>49.4 The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the PCC.</p> |
| 50. Securities | 50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC , by a Nationalized or Scheduled bank in India. The Bank Guarantee for Performance Security shall be valid until a date 45 days from the date of issue of the Certificate of Completion. |
| 51. Dayworks | Not Used. |

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

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| 53. Completion | 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed. |
| 54. Taking Over | 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion. |
| 55. Final Account | 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor's revised account. |
| 56. Operating and Maintenance Manuals | <p>56.1 If "as built" Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p> <p>56.2 If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.</p> |
| 57. Termination | 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice. |

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 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.
- (i) The contractor has contravened Clauses 7 and 9 of GCC.
- (j) The contractor does not adhere to the agreed construction program and agreed environmental management plan [Clause 26 of GCC] and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.
- (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and

22.

- (l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.

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

57.4 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.

57.5 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 57.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law, and less the percentage to apply to the value of the work not completed, as **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.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate less other recoveries due in terms of contract, and less taxes to be deducted at source [TDS] as per applicable law,

59. Property

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

60. Release from

60.1 If the Contract is frustrated by the outbreak of war or by any

Performance

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

61. Suspension of Bank Loan or Credit

61.1 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 Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, 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;¹⁹ (ii) to be a nominated²⁰ 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, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect²¹ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹⁹ 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.

²⁰ 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.

²¹ 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.

Section IX - Particular Conditions of Contract

A. General			
GCC 1.1 (d)	The financing institutions are: The World Bank and Asian Infrastructure Investment Bank (AIIB)		
GCC 1.1 (r)	Employer Address is: CCDMC/ADC 20-4-15, Flat No:1G, Anand Heights Besides Prabhas College, Kedareshwarapet Vijayawada – 520003		
GCC 1.1 (v)	The works shall be completed in all respects and handed over to CCDMC/ADC in 9 months from Signing of the Contract.		
GCC 1.1 (y)	The Project Manager is Project Management Consultant appointed by CCDMC		
GCC 1.1 (aa)	The Site is located at Andhra Pradesh New Capital City - Amaravati and is defined in drawings annexed.		
GCC 1.1 (dd)	The Start Date shall be _____		
GCC 1.1 (hh)	The Works consist of Earthwork embankments, sub base and base courses, Bituminous works including bridges and culvers and associated utilities along the carriageway.		
GCC 2.2	Sectional Completions are:		
GCC 2.3(i)	The following documents also form part of the Contract:		
	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	Health, Safety and	Health, Safety and Environmental Management

		Environment (HSE) Management Plan	Plan shall be part of the contract.
GCC 3.1	<p>The language of the contract is <i>English</i>.</p> <p>The law that applies to the Contract are the laws of Union of India.</p>		
GCC 4.1	<p>The Employer “CCDMC” shall appoint a Project Management Consultant as Project Manager / Authority Engineer (AE) / Resident Engineer (RE) considered to act on behalf of CCDMC for the overall supervision, validation, quality / control, progress review and/or any other project related activity.</p>		
GCC 5.1	<p>The Project manager shall not delegate any of his duties and responsibilities.</p>		
GCC 7.1			
GCC 8.1	<p>Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>_____</p>		
GCC 9.1	<p>Key Personnel and equipment: <i>[insert Schedule of Key Personnel and equipment as indicated in accepted bid & construction methodology]</i>.</p>		
GCC 13.1	<p>Contractor shall dispense Insurance coverage for 100% value of the contract and for all works until completion of the works.</p>		
GCC 14.1	<p>Site Data are: Uploaded in Volume III of RFB</p>		
GCC 15.2.2	<p>The contractor shall abide at all times by specific and general conditions prescribed in the Environmental Clearance issued for establishment of Greenfield Capital City Amaravati and all other 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 I to the General Conditions of Contract. Environmental Clearance issued for establishment of Greenfield Capital City Amaravati is given below (URL).</p> <p>Environmental Clearance: http://crda.ap.gov.in/apcrda/UserInterface/HTML/Environment.htm</p> <p>The design and construction of the project involves a number of items such as erosion prevention, rehabilitation of Borrow areas, safety signage, etc., which are included in the contract cost/EMP implementation cost.</p>		

The main components are:

- Tree plantation / Transplantation
- Environmental Enhancement Measures
- Green initiatives
- Environmental monitoring during construction and operation phase
- Training during construction and operation phase
- Initiatives to be undertaken as part of Corporate Social Responsibilities.
- Dust Suppression systems
- Muck/ Debris Disposal

The contractor shall carryout the for the following activities, as part of environmental management and protection:

S.No	Item	Details
Logistics cum Administrative		
1	Vehicle cost	4 Vehicles
2	Office Administration ((including man power costs) and logistics etc for Environment Management Cell (EMC)	4 locations
Construction costs		
3	Sprinkling of water thrice in a day all along the stretch & Erosion control Retaining walls, slope pitching and turfing. (Included in project cost) (365 days x 3 times x 2 year x 5 vehicles)	
4	Muck/Debris disposal from site / this package.	
Monitoring costs: Construction Phase (9 months)		

	5	Air Quality Monitoring (2 Monitoring stations) once every month other than monsoon season during the construction period – (2 Stations x 3 seasons x 9 Months)		
	6	Noise level Monitoring (2 Monitoring stations) once every month during the construction period – (2 Stations x 3 seasons x 9 Months)		
	7	Water Quality Monitoring (4 Monitoring stations) once in a season other than monsoon season during the construction period - (4 Stations x 3 Seasons x 9 Months)		
	8	Soil Quality Monitoring (2 stations) once in a season other than monsoon season during the construction period – (2 Stations x 3 Seasons x 9 Months)		
	9	Awareness programmes (Lumpsum)	LS	
	10	Rehabilitation, Resurfacing and landscaping of the borrow pits	LS	
	11	259 Rain Water Harvesting Structures (RWH) Pits of dia. 1.5m with a depth of 3.8 m at an interval of 500m either side of the road.		
	Monitoring Costs: Operational Phase (1 Year)			
	12	Air Quality Monitoring (2 Monitoring stations) once every month other than		

		monsoon season during the construction period – (2 Stations x 3 seasons x 1 Year)		
	13	Noise level Monitoring (2 Monitoring stations) once every month during the construction period – (2 Stations x 3 seasons x 1 Year)		
	14	Water Quality Monitoring (4 Monitoring stations) once in a season other than monsoon season during the construction period - (4 Stations x 3 Seasons x 1 Years)		
	15	Soil Quality Monitoring (2 stations) once in a season other than monsoon season during the construction period – (2 Stations x 3 Seasons x 1 Years)		
GCC 20.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i> The Site Possession Dates shall be: Section 1 _____ Section 2 _____ Section 3 _____			
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator _____			
GCC 24.3	Daily fees of INR 10,000/- per day and reimbursable expenses towards boarding and lodging to be paid to the Adjudicator.			
GCC 24.4	The procedure for arbitration will be as follows:			

	<p>In case of Dispute or difference arising between the Employer and the 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, (Amended 2015) The arbitral tribunal shall consist of 3 Arbitrators -one each shall be appointed by both Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the both Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>Arbitration proceedings shall be held at Vijayawada, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>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>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a revised Program including Environmental Management Plan for the Works (in such form and detail, as the Project Manager shall reasonably prescribe) within 14 days of delivery of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 15 days or as and when required by CCDMC.</p> <p>The amount to be withheld for late submission of an updated Program is INR 5,00,000/- per each delayed submission.</p>
GCC 30	Venue of management meeting will be at CCDMC Office, Vijayawada
C. Quality Control	

GCC 34.3 (a)	The Defects Liability Period is: 24 Months.
GCC 34.3 (b)	If the Chief Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect, the Contractor shall pay for the test and any samples.
GCC 34.3 (c)	<p>The Chief Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion of the work. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.</p> <p>Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-in Charge's notice.</p>
D. Cost Control	
GCC 38.7	Not Applicable
GCC 41.1	<p>Interest rate for delayed payment is 8% per annum</p> <p>The Employer shall pay the Contractor the amounts certified by the Project Manager within 60 days of the date of each certificate.</p>
GCC 43.1	<p>The price quoted by the Contractor shall be deemed to be inclusive of the VAT, Sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties concerning the deduction of such taxes at source [TDS] as per applicable law.</p> <p>The price quoted by the contractor shall also be deemed to be inclusive of contractor's profit and Overhead Charges, which includes, Engaging Technical personnel and Banker's charges.</p>
GCC 45.1	Price Adjustment : Not Applicable
GCC 46.1	The proportion of payments retained (Retention Money) shall be 5% from each bill subject to the maximum of 10% of final contract price.
GCC 47.1	<p>The liquidated damages for the whole of the works shall be 0.01% of Mile Stone Value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value.</p> <p>Milestone 1: 3 Months and 30% of Contract Value</p> <p>Mile Stone 2: 3 Months and 30% of Contract Value</p>

	Milestone 3: 3 Months and 40% of Contract Value
GCC 48.1	Provisions related to Bonus do not apply.
GCC 49.1	<p>The amount of the Advance Payments are:</p> <ul style="list-style-type: none"> a) The contractors are permitted to avail the facility of mobilization advance in two instalments equivalent to 10% of the contract amount (5% for labour mobilization and 5% for machinery and equipment) named in the letter of acceptance payable as per above. Payment of the loan will be done under separate certification by the Executive Engineer after (I) Execution of the form of agreement by the parties there to (ii) Provisions by the contractor of the further security in accordance with relevant condition and (iii) provision by the contractor of a Bank Guarantee from Nationalized Bank acceptable to the Executive Engineer for an amount equal to 12% (which includes 2% for the interest charges) of a contract amount as indicated in the letter of acceptance towards the first instalment of the advance mobilization loan, such bank guarantee to remain effective until the said advance loan has been completely repaid by the contractor out of the current earnings under the contract and certified accordingly by the Executive Engineer The 'Advance mobilization loan' will be paid in 30 days after fulfilling the above – i, ii, and iii items. b) Equipment advance will be applicable for 90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract Price. c) A form of Bank Guarantee acceptable to Executive Engineer is attached. The contractor exclusively for mobilization expenditures, including the acquisition of constructional plant, in connection with the works, shall use the advance mobilization loan. Payment of the second instalment of advance mobilization loan equivalent to 5 percent of the contract amount will be due within a period of 9 Months for local purchase of machinery and equipment and within one year in case the machinery and equipment has to be imported under separate certification by the Engineer-in-Charge after (I) the value of the machinery and equipment procured, and brought to site and/or ordered (satisfactory evidence to be produced) by the contractor assessed at 90% for new machinery and 50% for old machinery brought to site and in working condition is equivalent to 5 percent of the contract amount already paid as first advance loan and (ii) furnishing by the contractor of a bank guarantee for an amount equal to 6 percent (one percent towards interest) of the contract value. d) Should the contractor misappropriate any portion of the advance

	<p>loan, it shall become due to the Executive Engineer and payable immediately in one lump by the contractor and no further loan will be considered thereafter.</p> <p>e) The above advance shall bear an interest rate per annum as applicable time to time as per RBI guideline or Government borrowing rate for the year 2016-17 whichever is more. The interest on the amounts paid, as advance is chargeable from the date the amount is paid. However if completion is delayed by circumstances beyond control of the contractor for which an extension has been granted by the Executive Engineer / Superintending Engineer the interest charges on such advances shall be waived for the period of extension.</p> <p>f) The value of Bank Guarantee for the advance payment given to the contractor can be progressively reduced by the amount repaid by the contractor as certified by the Executive Engineer.</p> <p>g) The advance loan together with interest at the rate as specified above shall be repaid within percentages deductions from the intermediate payments under the contract. Deduction shall commence in the next interim payment following that in which the total of all such payments to the contractor have reached 10 percent of the contract amount and shall be made at the rate of 20 percent of amount of all interim payments in which the loan was made together with interest payable specified in Para above shall be completely repaid prior to the expiry of the original time for completion.</p>
GCC 50.1	<p>The Performance Security amount is 5 percent of contract price plus additional security for unbalanced bids, as required</p> <p>The standard form of Performance Security acceptable to the Employer shall be an <u>unconditional</u> Bank Guarantee from a Scheduled or Nationalized bank in India of the type as presented in Section X of the Bidding Document.</p>
E. Finishing the Contract	
GCC 56.1	<ol style="list-style-type: none"> 1. The date by which operating and maintenance manuals are required is within 28 days of completion of whole work <i>[insert date]</i>. 2. The date by which “as built” drawings (in scale...) including a compact disc containing digitized drawings in 2 sets are required is within 28 days of completion of whole work, <i>[insert date]</i>. <p>Issuance of certificate of completion shall be provided upon the successful submission of the above (1 and 2)</p>

GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is Rs 5,00,000/-
GCC 57.2 (g)	The maximum number of days is: _____
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.
GCC 62 (a)	<p>Diversion of streams / Vagus / Drains:</p> <p>The contractor shall at all times carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. A temporary diversion shall be formed by the contractor at his cost where necessary. No extra payment shall be made for this work.</p> <p>No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The price quoted by the contractor are for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be dewatered by the contractor himself at his expense, if that should be found necessary.</p> <p>The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Executive Engineer technically substantiating the proposals and approval of the Executive Engineer obtained for execution.</p> <p>The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.</p> <p>All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.</p> <p>Necessary coffer dams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work.</p>
GCC 62 (b)	<p>Power Supply:</p> <p>The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor shall pay the bills of Electricity Department for the cost of power consumed by him.</p> <p>The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity</p>

	<p>Rules, 1956 as amended from time to time and other pertinent rules.</p> <p>The power shall be used for bonafide Departmental work only.</p>
GCC 62 (c)	<p>Temporary Diversions (Works on Roads)</p> <p>The contractor shall at all times carryout work on the Road in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing Road, the contractor shall in accordance with the directions of the Engineer-in-charge provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the road.</p> <p>If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriage-way for any reason, a temporary diversion close to the highway shall be constructed as directed. It shall be paved with the materials such as hard morum, gravel and stone, metal to the specified thickness as directed by the Engineer-in-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-in-charge before the highway is closed to traffic.</p> <p>The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer-in-charge.</p> <p>The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Red lanterns or warnings lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.</p>
GCC 62 (d)	<p>Ramps:</p> <p>Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.</p>
GCC 62 (e)	<p>Monsoon Damages:</p> <p>Damages due to rain or flood either in cutting or in banks shall have to be repaired by the contractor till the work is handed over to the CCDMC The responsibility of de-silting and making good the damages due to rain or</p>

	flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.																								
GCC 63 (a)	<p>Change in Bill of Quantities:</p> <p>The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.</p> <p>The payment of rates for such supplemental items of work will be regulated as under;</p> <ul style="list-style-type: none">- The rates shall be derived by adding or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the SSR/SoR 2016-17.- Similar items but the rates of which cannot be directly deduced from the original agreement.																								
GCC 64	<p>Water Supply:</p> <p>The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.</p>																								
GCC 65	<p>Seigniorage charges: Seigniorage charges will be recovered as per rules from the work bills of the contract or based on the theoretical requirement materials at the following rates.</p> <table><tr><th>S.No</th><th>Material</th><th>Seignorage</th></tr><tr><td>1</td><td>Sand</td><td>Rs 50.00/cum</td></tr><tr><td>2.</td><td>Metal</td><td>Rs.75.00/cum</td></tr><tr><td>3.</td><td>R.R. stone for masonry</td><td>Rs.75.00/cum</td></tr><tr><td>4.</td><td>Revetment stone</td><td>Rs.75.00/cum</td></tr><tr><td>5.</td><td>C.R.S.Stone</td><td>Rs.75.00/cum</td></tr><tr><td>6.</td><td>Gravel</td><td>Rs.30.00/cum</td></tr><tr><td>7.</td><td>Earthwork</td><td>Rs.30.00/cum</td></tr></table> <p>The rates are liable to be revised and amended from time to time by the State Government, by notification in the ‘Andhra Pradesh Gazettee’. If the revised seigniorage fee is more than the above mentioned, the recovery from the contractor’s bills is as per revised rates, without modifying the proposed seigniorage charges as mentioned above.</p> <p>The seignior age charges are to be recovered as provided in the agreement. Any escalation in these charges beyond the provisions of the agreement is to be borne by the department debiting such escalated amount to the works estimate concerned. (As per G.O. Ms. No. 100, Industries and Commerce</p>	S.No	Material	Seignorage	1	Sand	Rs 50.00/cum	2.	Metal	Rs.75.00/cum	3.	R.R. stone for masonry	Rs.75.00/cum	4.	Revetment stone	Rs.75.00/cum	5.	C.R.S.Stone	Rs.75.00/cum	6.	Gravel	Rs.30.00/cum	7.	Earthwork	Rs.30.00/cum
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7.	Earthwork	Rs.30.00/cum																							

	(M.I) Dept., dated 31.10.2015.
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Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws

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

(The law as current on the date of bid opening will apply)

Labour Laws	<p>(a) <u>Workman Compensation Act 1923</u>: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p> <p>(b) <u>Payment of Gratuity Act 1972</u>: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>(c) <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u>: The act Provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <p style="margin-left: 40px;">(i) Pension or family pension on retirement or death, as the case may be.</p> <p style="margin-left: 40px;">(ii) Deposit linked insurance on the death in harness of the worker.</p> <p style="margin-left: 40px;">(iii) Payment of P.F. accumulation on retirement/death etc.</p> <p>(d) <u>Maternity Benefit Act 1961</u>: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>(e) <u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u>: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee.</p> <p>(f) <u>Contract Labour (Regulation & Abolition) Act 1970</u>: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the</p>
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	<p>Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.</p> <p>(g) <u>Minimum Wage Act 1948</u>: 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 schedule employment. Construction of Buildings, Roads, and Runways are schedule employments.</p> <p>(h) <u>Payment of Wages Act 1936</u>: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.</p> <p>(i) <u>Equal Remuneration Act 1976</u>: 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.</p> <p>(j) <u>Payment of Bonus Act 1965</u>: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.</p> <p>(k) <u>Industrial Disputes act 1947</u>: 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.</p> <p>(l) <u>Industrial Employment (Standing Order) Act 1946</u>: It is applicable to all establishments employing 100 or more</p>
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	<p>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.</p> <p>(m) <u>Trade Unions Act 1926</u>: 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.</p> <p>(n) <u>Child Labour (Prohibition & Regulation) Act 1986</u>: 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 Building and Construction Industry.</p> <p>(o) <u>Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979</u>: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and bank etc.</p> <p>(p) <u>The Building and Other Construction works (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996</u>: All the establishments who carry on any building or other construction work and employs 10 or more workers and covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified 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> <p>(q) <u>Factories Act 1948</u>: the Act lays down the procedure for</p>
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	<p>approval at plans before setting up a factory, 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 engaged in manufacturing process</p> <p>(r) <u>Weekly Holidays Act -1942</u></p> <p>(s) <u>Bonded Labour System (Abolition) Act, 1976</u>: 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 labour arising out of a loan, debt or advance. The Act prohibits forced labour and lays down rules preventing work for under minimum wage, stopping persons from leaving the worksite etc.</p> <p>(t) <u>Employer's Liability Act, 1938</u>: 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.</p> <p>(u) <u>The Personal Injuries (Compensation Insurance) Act, 1963</u>: 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.</p>
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**SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE
APPLICABLE FOR PROTECTION OF ENVIRONMENT.**

Laws on protection of Environment	<ol style="list-style-type: none"> 1. <u>The Water (Prevention and Control of Pollution) Act, 1974:</u> This provides 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. 2. <u>The Air (Prevention and Control of Pollution) Act, 1981:</u> This 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. 3. <u>The Environment (Protection) Act, 1986:</u> 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. 4. <u>The Public Liability Insurance Act, 1991,</u> This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
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SPECIAL CONDITION OF NATIONAL GREEN TRIBUNAL (NGT)

1. As per orders issued by Hon'ble National Green Tribunal (NGT) in respect of improvement of ambient air quality, the agencies shall ensure that all the trucks or vehicle of any kind which are used for construction purposes and/or are carrying construction materials like cement, sand and other allied material shall be fully recovered. The vehicles would be properly cleaned, shall be dust free and/or other precautions would be taken to ensure that en-route their destinations, the dust, and or other particles are not permitted to be released in the air and/or contaminate air.
2. No melting/hot mixing of bitumen/bituminous by product is allowed at site/open roads, it is the responsibility of the agency to ensure that their activity does not cause any air pollution during the course of execution of work and/or storage of material or any other activity. In the event of default, the agency shall be liable to be prosecuted under the law in force as well as for causing environmental pollution and shall be liable to pay compensation, which would be determined by the tribunal in accordance with law.
3. During execution, cleaning of the surface will be done by the sucker machines instead of traditional air compressors, so that air pollution can be prevented. The contractor shall also ensure that there will be no burning of leaves, branches, garbage, bitumen etc at site.
4. The agency would not be permitted to store/dump construction material or debris on the metalled road.
5. Construction material or debris stored shall be completely covered by tarpaulin at physically demarcated space by the Engineer – in – Charge. Agency shall also ensure that such storage does not cause any obstruction to the free flow of traffic and/or inconvenience to pedestrians.
6. Agency shall ensure that all the labourer persons should wear the medical mask at site during the execution of any work. Nothing shall be paid extra on this account.
7. All the vehicles deployed at site should not be more than Ten Years old (for Diesel vehicles) and not more than Fifteen Years old (for petrol vehicles)

Appendix 2
Appendix -3²²
Appointment of Adjudicator

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

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

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

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

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

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

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

²² If ITB 51 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

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

1. The Adjudicator has the following principal responsibilities:
2. Visit the site periodically.
3. Keep abreast of job activities and developments.
4. Encourage the resolution of disputes by the parties.
5. 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 and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

NOTIFICATION OF AWARD

Letter of Acceptance

[on letterhead paper of the Employer]

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

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the ...
.....*[insert name of the contract and identification number, as given in the PCC]* .
..... for the Accepted Contract Amount of*[insert amount in numbers
and words]*, as corrected and modified²³ in accordance with the Instructions to Bidders
is hereby accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, in the form detailed in ITB Clause 50 for an amount of Rs, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 50.2 will be taken in accordance with the Conditions of Contract. The security shall be valid upto 45 days from the date of completion i.e. upto and shall be as per the Performance Security Form 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 Adjudicator²⁴.

[or]

²³ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

²⁴ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 51.1 and GCC 23.1²⁵.

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

[OR]

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

²⁵ To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

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

Yours faithfully,

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

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) This Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Contractor’s Bid including completed schedules and priced bill of quantities,
 - (iv) the addenda Nos _____(if any)
 - (v) the Particular Conditions
 - (vi) the General Conditions of Contract, including appendix;
 - (vii) the Specification
 - (viii) the Drawings
 - (ix) Construction Program, Methodology, Quality Assurance Program and Environmental Management Plan
 - (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 Indiaon the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

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

Signed by: _____
for and on behalf the Contractor

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

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

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

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

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor²⁶]* (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 guarantee²⁷]* _____ *[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.

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

²⁷ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

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

This guarantee shall be valid until (i.e.) 45 days from the date of expiry of the Defects Liability Period, 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.

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

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

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

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Subclause 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor²⁸]* (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 guarantee²⁹]* _____ *[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

²⁸ In the case of a JV, insert the name of the Joint Venture

²⁹ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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 contractor³⁰]* (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 words³¹]* 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]*.

³⁰ *In the case of a JV, insert the name of the Joint Venture*

³¹ *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

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.