



## GOVERNMENT OF ANDHRA PRADESH,

Andhra Pradesh Capital Region Development Authority (APCRDA)

**NIT NO: XX/XX/XXX**

**Name of the Work: WORLD BANK & ADB financed Amaravati Capital City Development Program related [INSERT PROJECT NAME] on Lump sum contract (Percentage Tender).**

**ISSUED ON: DD.MM.YYYY**

# Standard Bidding Document

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# Notice Inviting Tender (NIT)



## ANDHRA PRADESH CAPITAL REGION DEVELOPMENT AUTHORITY (APCRDA)

NIT No. NIT No. XX/XXXX/ Dated: DD.MM.YYYY

### (Bidding Process with AP e-Procurement)

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| Department                              | ANDHRA PRADESH CAPITAL REGION DEVELOPMENT AUTHORITY (APCRDA)  |
| Tender Number                           | NIT No. XX/XXXX/ Dated: DD.MM.YYYY  |
| Tender Subject                          | <b>WORLD BANK &amp; ADB financed Amaravati Capital City Development Program related [INSERT PROJECT NAME] on Lump sum contract (Percentage Tender).</b>   |
| Financing Declaration                   | The Employer has received financing from the World Bank (WB) and Asian Development Bank (ADB) toward the Amaravati Integrated Urban Development Program (P507508) and Amaravati Inclusive and Sustainable Capital City Development Program (58395-001) respectively. A Part of this financing will be used for payments under the Contract named above and is within the Program Expenditure Framework. |
| Estimated Contract Value (ECV)          | Rs. _____ Crores  |
| Period of Completion of Work            | __ Months   |
| Period of Defect Liability Period (DLP) | __ Months from the date of completion of work.  |
| Form of Contract                        | Lump Sum (Percentage Tender)  |
| Tender Type                             | National Competitive Tender through AP E-procurement  |

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|   | portal [ <a href="https://apeprocurement.gov.in/">https://apeprocurement.gov.in/</a> ]   |
| Eligible Class of Bidders and additional references | <ol style="list-style-type: none"> <li>1. Special Class Civil registration in the Government contracts registered with Government of Andhra Pradesh</li> <li>2. The valid Registrations being considered from the above are with reference to the applicable GO's, on the eligibility for participation in this tendering process</li> </ol>   |
| Category of Registration                            | Special Class with Government of Andhra Pradesh  |
| Bid Validity  | 90 days from the date of Bid submission  |
| Bid Security and Uploading of Documents             | <ol style="list-style-type: none"> <li>1. The Bidder has to submit the Bid Security amounting to <b>1% of the Estimated Contract Value (ECV)</b>.</li> <li>2. The payment shall be made by way of NEFT/RTGS or by irrevocable bank guarantee/ Insurance Surety Bond with validity period of 180 days from the last date of bid submission from any Govt. Banks/ Nationalized Banks/ Public Sector Banks/ Scheduled banks in the prescribed format in favor of Andhra Pradesh Capital Region Development Authority (APCRDA) represented by its Commissioner:<br/><br/> Name of the Bank–Union Bank of India,<br/> Account Number: 034310100081181<br/> IFSC Code: UBIN0803430<br/> Branch Address-Labbipet branch, Vijayawada, Andhra Pradesh – 520010.<br/><br/> Beneficiary Name: Andhra Pradesh Capital Region Development Authority (APCRDA) </li> <li>3. The bidder shall also upload the remittance details with proof for counter verification with the bank of the employer.</li> <li>4. If any successful bidder fails to submit the original hard copies of Online Payment receipts/BG/ Insurance Surety Bond towards EMD/ Security Deposit within the stipulated time, the bid will be treated as invalid.</li> <li>5. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will</li> </ol> |

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|  | <p>be displayed on the e-procurement platform website.</p> <p>6. The banker should be informed that the Bank Guarantee should not be revoked without official consent in writing of the Employer.</p>   |
| Transaction Fee:   | @ 0.03% of ECV (estimated contract value) with a cap of Rs.10,000/- (Rupees ten thousand only) for all works with ECV upto Rs.50 crores, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores plus applicable Taxes to be paid online at the time of bid submission electronically. |
| BID processing fee   | Rs. 20,000/- Online payment in favour of Andhra Pradesh Capital Region Development Authority (APCRDA), Vijayawada. (Non-refundable)   |
| Bid Document Downloading Start Date  | DD.MM.YYYY  |
| Bid Document Downloading Close Date  | DD.MM.YYYY @ 14:00 Hrs  |
| Pre-Bid Meeting Date   | DD.MM.YYYY @ 11:00 Hrs @ APCRDA Office, Vijayawada.   |
| Bid Submission Due Date and time   | DD.MM.YYYY @15:00 Hrs   |
| Due date for Submission of hardcopies of uploaded BG/ Insurance Surety Bond for Bid security | DD.MM.YYYY @16:00 Hrs   |
| Opening of Technical Bid   | DD.MM.YYYY @16:00 Hrs   |
| Opening of Financial Bid   | DD.MM.YYYY @ 16:00 Hrs  |
| Probable date of Issue of LOA  | DD.MM.YYYY  |
| Tentative date of implementation   | DD.MM.YYYY  |
| Place of bid opening   | O/o Commissioner, APCRDA, Lenin   |

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|   | center, Governorpet, Vijayawada-520002.   |
| Officer Inviting Bids                                     | <i>The Commissioner, APCRDA, (Lenin Centre, Governorpet, Vijayawada), Andhra Pradesh, through the Chief Engineer - infra, APCRDA, as the Tender Initiating Authority (TIA), representing the Governor of Andhra Pradesh</i> |
| Address   | O/o Commissioner, APCRDA, Lenin Centre, Governorpet, Vijayawada-520002.   |
| Contact Person until submission of bids                   | Chief Engineer _____, APCRDA<br><< Add Mail ID of the concerned chief engineer >>   |
| Point of Contact (POC) for procurement related grievances | Addl. Commissioner (Admin), APCRDA<br>mail: <a href="mailto:proc.complaints@apcrda.org">proc.complaints@apcrda.org</a>  |
| Note  | The bidder has to upload the scanned copy of online transfer acknowledgment /Bank Guarantee/ Insurance Surety Bond along with the bid.  |

# **PART 1 – BIDDING PROCEDURES**

## Section I - Instructions to Bidders (ITB)

### A. General

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| <p>1. Scope of Bid</p>         | <p>1.1.1. In connection with the Notice Inviting Tender (NIT), <b>Bidding Document</b>, 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 VI: Works' Requirements. <b>The name, and NIT identification number of this Bidding Document are specified in the BDS.</b></p> <p>1.2. Throughout this bidding document:</p> <p>1.2.1. the term <b>“in writing”</b> means communicated in written form (e.g. by mail, e-mail, fax, including, if specified <b>in the BDS</b>, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;</p> <p>1.2.2. if the context so requires, <b>“singular”</b> means <b>“plural”</b> and vice versa;</p> <p>1.2.3. <b>“Bid”</b> means <b>“Tender”</b> and vice versa;</p> <p>1.2.4. <b>“Day”</b> means calendar day, unless otherwise specified in <b>BDS</b></p> <p>1.2.5. the term <b>“Employer”</b>, Tender Inviting Authority, and Department or Authority are used interchangeably;</p> |
| <p>2. Sources of Funds</p>     | <p>2.1 The Borrower or Recipient (hereinafter called <b>“Borrower”</b>) <b>specified in the BDS</b> has received financing (hereinafter called <b>“funds”</b>) from the International Bank for Reconstruction and Development and Asian Development Bank (hereinafter called <b>“the Banks”</b>) in an amount <b>specified in the BDS</b>, toward the project <b>named in the BDS</b>. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document are issued.</p> <p>2.2 Payment by the Bank will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>  |
| <p>3. Fraud and Corruption</p> | <p>3.1 The World Bank and ADB require compliance with their Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Section V.</p> <p>3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers,</p>  |



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|                            | <p>suppliers, and their personnel, to permit the World Bank and ADB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Banks.</p>  |
| <p>4. Eligible Bidders</p> | <p>4.1 A Bidder may be a firm that is a private entity, or 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:</p> <ul style="list-style-type: none"> <li>a) The maximum number of members in the Joint Venture shall be as specified in the BDS;</li> <li>b) the bid shall include all the information listed in Bidders Qualification Forms for all the Members;</li> <li>c) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all members;</li> <li>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;</li> <li>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;</li> <li>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];</li> <li>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</li> <li>h) the joint venture agreement should be registered in the place specified in BDS so as to be legally valid and binding on members.</li> </ul> <p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A</p> |

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|  | <p>Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>c) has the same legal representative as another Bidder; or</li> <li>d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or</li> <li>e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or</li> <li>f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or</li> <li>g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</li> <li>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 Bidding process and execution of the Contract.</li> </ul> <p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a bidder or a JV member may participate as a subcontractor in more than one bid.</p> <p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is</p> |
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|  | <p>constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.</p> <p>4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section V paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.</p> <p>4.6 DELETED</p> <p>4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.</p> <p>4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.</p> <p>4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p> |
| <p>5. Eligible Materials, Equipment, and</p> | <p>5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions in the Employer’s country. At the</p>   |

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| Services  | Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.   |
| <b>B. Contents of Bidding Document</b>                            |   |
| 6. Sections of Bidding Document                                   | <p>6.1 The Bidding document consists of Part I, II, and III, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>PART I: Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>- Section I - Instructions to Bidders (ITB)</li> <li>- Section II - Bid Data Sheet (BDS)</li> <li>- Section III - Evaluation and Qualification Criteria</li> <li>- Section IV - Bidding Forms</li> <li>- Section V - Fraud and Corruption</li> </ul> <p><b>PART II: Works Requirements</b></p> <ul style="list-style-type: none"> <li>- Section VI - Works' Requirements</li> </ul> <p><b>PART III: Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>- Section VII - General Conditions of Contract (GCC)</li> <li>- Section VIII – Particular Conditions of Contract (PCC)</li> <li>- Section IX - Contract Forms</li> </ul> <p>6.2 The Notice Inviting Tender issued by the employer shall be considered to be a part of the Bidding Documents.</p> <p>6.3 Unless obtained directly from the <b>AP eProcurement portal as mentioned in the BDS</b>, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the Pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.</p> |
| 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting | <p>7.1 A Bidder requiring any clarification of the Bidding document shall contact the Employer in writing at the Employer's address specified <b>in the BDS</b> or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification. The Employer shall promptly publish its response on the AP e-procurement portal. Should the clarification result in changes to the essential elements of the Bidding document, the Employer</p>  |

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|   | <p>shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> <p>7.4 If so specified <b>in the BDS</b>, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.5 Submission of a bid by a bidder implies that the bidder has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to them by the Government and local conditions and other factors having a bearing on the execution of the work.</p> <p>7.6 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.</p> |
| <p>8. Amendment of Bidding Document</p> | <p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing corrigenda/addenda.</p> <p>8.2 Any corrigendum/ addendum issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all bidders. The Employer shall also promptly publish the addendum on the Employer's eProcurement portal as specified in <b>ITB 6.3</b> and in accordance with <b>ITB 7.1</b>.</p> <p>8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer at its own discretion may extend the deadline for the submission of bids, pursuant to <b>ITB 22.2</b></p>   |
| <p><b>C. Preparation of Bids</b></p>    |  |

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| 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 not 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 the language specified in the <b>BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the <b>BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.  |
| 11. Documents Comprising the Bid | <p>The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>11.1 The Technical Bid shall comprise the following:</p> <ol style="list-style-type: none"> <li>a) Letter of Bid and Appendix to Bid, in accordance with ITB 12;</li> <li>b) Form 1 - Bidder information form</li> <li>c) Form 2 - Historical Contract Non-Performance, Pending Litigation and Litigation History</li> <li>d) Completed schedules (Statement I to X) as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;</li> <li>e) Bid security in accordance with ITB 19.1;</li> <li>f) Written confirmation authorizing signatory of the Bid to commit the Bidder, in accordance with ITB 20.1;</li> <li>g) Documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as specified in accordance with ITB 4, the bidder's qualifications to perform the contract if its Bid is accepted;</li> <li>h) Technical Proposal in accordance with ITB 16;</li> <li>i) Any other document required in BDS.</li> </ol> <p>11.2 The Financial Part shall contain the following:</p> <ol style="list-style-type: none"> <li>a) Price Bid : prepared in accordance with ITB 14; and any other document required in the BDS. (Scanned copy of the filled Price Bid form to be uploaded while quoting the percentage quote at the e-procurement portal)</li> </ol> <p>11.3 The Technical Part shall not include any information related to the Bid price. Where material financial information related</p> |

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|                                 | to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.   |
| 12. Letter of Bid and Schedules | 12.1 The Letter of Bid and other documents, 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 20.2. All blank spaces shall be filled in with the information requested.  |
| 13. Alternative Bids            | NOT ALLOWED   |
| 14. Bid Prices and Discounts    | <p>14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Bill of Quantities shall conform to the requirements specified below.</p> <p>14.2 <b>Bill of Quantities</b> for the works are annexed at <b>Schedule – A</b> and the bid offer accompanies the tender document as <b>Part II: Works’ requirements</b>. It shall be explicitly understood that with regard to the correctness or completeness of this <b>Part II: Works’ requirements</b> which is liable to alterations by omissions, deductions or additions at the discretion of the Engineer-in-charge or as set forth in the conditions of the contract. The <b>Schedule - A</b> shall contain the items of work indicated as part – A and provisions as part –B.</p> <p>a) The percentage excess/less rates/at-par quoted by the bidder shall be applicable only to part –A. However, the provisions contained in the part –B will be operated basing on the conditions provided in the bid Document. The bidders will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in Part-A at the space provided therein in Schedule ‘A’. The bidder should, however, quote their lump-sum tender based on this schedule of quantities. The bidder should quote their offer as an overall tender percentage. The overall tender percentage should be written both in words and figures in the price bid document uploaded to the e-procurement portal. The bid offers i.e., percentage shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out and rewriting duly initializing with date.</p> <p>b) The Schedule –A (or Price-bid) contains not only the quantities but also the rates worked out by the employer and the amount for each item and total value of the estimated contract. The bidder should workout their own rates keeping in view the work, site conditions and quote their overall tender percentage with which the bidder</p> |

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|   | <p>intends to execute the work.</p> <p>14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered (if relevant).</p> <p>14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 Unless otherwise <b>specified in the BDS</b> and the Contract, the price quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of the Conditions of Contract.</p> <p>14.6 All duties, taxes, and other levies payable by the bidder as per State / Central Government rules, shall be excluded in the tender percentage quoted by the Bidder, keeping in view the reimbursable amounts specified in Part-B of Price bid.</p> <p>14.7 DELETED</p> <p>14.8 Tenders which are less beyond minus 25% (&lt;-25%) of the ECV (Estimate Contract Value), a bank guarantee/ demand draft/ Insurance Surety Bond for the difference between the tendered amount and 75% of estimate contract value should be taken over and above other guarantee, which would be released after the completion of work along with other bank guarantee.</p> |
| 15. Currencies of Bid and Payment                           | 15.1 The currency of the bid and the currency of payments shall be <b>Indian Rupees</b>   |
| 16. Documents Comprising the Technical Proposal             | 16.1 The Bidder shall furnish a Technical Proposal as <b>specified in BDS</b> including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV – Bidding Form, in sufficient detail to demonstrate the adequacy of the Bidder’s proposal to meet the work requirements and the completion time.  |
| 17. Documents Establishing the Qualifications of the Bidder | <p>17.1 To demonstrate that the bidder meets the Qualification requirement as mentioned in <b>Notice Inviting Tender &amp; Section III: Evaluation and Qualification Criteria</b>, the bidder shall provide in the information using the forms provided in <b>Section IV: Bidding Forms</b>.</p> <p>17.2 DELETED</p> <p>17.3 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid shall be subject to the written approval of the employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer</p>   |



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|                                       | <p>substantially meets the qualification criteria set forth in Section III, Qualification Criteria and Requirements; or (iii) in the opinion of the employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the employer not later than fourteen (14) days after the date of the Invitation for Bids.</p>   |
| <p>18. Period of Validity of Bids</p> | <p>18.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the Employer in accordance with <b>ITB 22.1</b>. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</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 twenty (20) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.</p>  |
| <p>19. Bid Security</p>               | <p>19.1 The Bidder shall furnish, as part of its Bid, a Bid Security as specified <b>in the BDS</b>, in the amount and currency specified <b>in the BDS</b>.</p> <p>19.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> <li>a) Online through E-Procurement portal</li> <li>b) an unconditional irrevocable guarantee issued by a bank (National or Scheduled Bank) or financial institution;</li> <li>c) Insurance Surety Bond</li> </ul> <p>19.3 In the case of a bank guarantee/ Insurance Surety Bond, the bid security shall be submitted either using the Bid Security Form included in <b>Section IV, Bidding Forms</b>, or in another substantially similar format approved by the employer prior to bid submission. The bid security shall be valid for 180 days from the last date prescribed for submission of tenders, or beyond any period of extension if requested under ITB 18.2. Any deviation in Bid Security with regard to amount, validity and format shall be considered as material deviation and bid shall be summarily rejected.</p> <p>19.4 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non-responsive.</p> <p>19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as</p> |

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|   | <p>promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security pursuant to <b>ITB 41 &amp; ITB 42.</b></p> <p>19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security Pursuant to <b>ITB 42.</b></p> <p>19.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>a) If a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or</li> <li>b) If the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) Sign the Contract in accordance with ITB 41; or</li> <li>(ii) Furnish a performance security, the Environmental and Social (ES) Performance Security, in accordance with ITB 42.</li> </ul> </li> <li>c) In case of any false information/document submitted by bidder;</li> <li>d) Failure on part of successful bidder to submit the original hard copies of all uploaded documents, within the time period specified by the employer.</li> <li>e) In case there is mismatch / variation between the original copies of certificates submitted and the scanned copy of certificates uploaded at the time of tender submission</li> </ul> |
| <p>20. Format and Signing of Bid</p>            | <p>20.1 The Bidder shall prepare the Bid as per details given in ITB 21.</p> <p>20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business</p> <p>20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the Bid.</p> <p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.</p>   |
| <p><b>D. Submission and Opening of Bids</b></p> |  |
| <p>21. Submission of bids</p>                   | <p>21.1 Bids must be submitted electronically using the system specified <b>in the BDS.</b> Bidders shall follow the electronic Bid submission procedures specified <b>in the BDS</b></p> <p>21.2 After submission of bid online, the bidders shall submit</p>   |

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|   | <p>the originals hard copies of uploaded Bid Security to the Authority within the period as specified in the <b>BDS</b> either personally or through courier or by post within the due date. The employer shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for blacklisting, forfeiture of the Bid Security (EMD), cancellation of work and criminal prosecution.</p> <p>21.3 The bidder is requested to get a confirmed acknowledgement from the Employer as a proof of the Hardcopies submission of EMD to avoid any discrepancy. The bidder has to attach the required documents after uploading the same as required by Tender Inviting Authority in its tender conditions.</p> |
| <p>22. Deadline for Submission of Bids</p>                    | <p>22.1 <b>When so specified in the BDS</b>, bidders have to submit their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <b>specified in the BDS</b>. Bids must submit their bid online (electronically) no later than the date and time specified in the BDS &amp; NIT.</p> <p>22.2 The employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>   |
| <p>23. Late Bids</p>  | <p>23.1 Submission of Tenders shall be closed on e-procurement portal indicated in <b>BDS</b> at the date &amp; time of submission prescribed in <b>NIT &amp; BDS</b> after which no tender shall be accepted. It shall be the responsibility of the bidder to ensure that their bid is submitted online on the e-procurement portal before the deadline of submission. Employer will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.</p>   |
| <p>24. Withdrawal, Substitution, and Modification of Bids</p> | <p>24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw their 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 their bid by using the appropriate</p>                                     |

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|  | <p>option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).</p> <p>24.2 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.</p>   |
| <p>25. Bid Opening</p>                             | <p>25.1 Except in the cases specified in ITB 22, electronic bid opening procedures required if electronic bidding is permitted in accordance with <b>ITB 21.1</b>, shall be as specified in the <b>BDS</b>.</p> <p>25.2 The Technical Bids of all bidders who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date &amp; time as mentioned in <b>NIT</b> and <b>BDS</b> in the office of the employer. Bidders may visit e-procurement portal to know latest Technical Opening information after completion of opening process. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the employer, the next official working day shall be deemed as the date of opening of Technical bid. The bid of any bidder who has not complied with one or more of the foregoing instructions may not be considered.</p> <p>25.3 A date, time and venue will be notified to those technically successful Bidders for opening of their Price Bids in the official website of the employer. The opening of Price Bids shall be done in presence of respective representatives of those technically successful Bidders who choose to be present. The employer will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.</p> |
| <p><b>E. Evaluation and Comparison of Bids</b></p> |   |
| <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 Contract award is communicated to all Bidders in accordance with <b>ITB 40</b>.</p> <p>26.2 Any attempt by a Bidder to influence the employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.</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,</p>  |

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|   | it shall do so in writing.  |
| 27. Clarification of Bids                   | <p>27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the employer may, at its discretion, ask any Bidder for a clarification of its bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the employer shall not be considered. The employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bids, in accordance with ITB 31.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the employer's request for clarification, its bid may be rejected.</p>  |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>a) "Deviation" is a departure from the requirements specified in the Bidding document;</li> <li>b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and</li> <li>c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.</li> </ul>   |
| 29. Determination of Responsiveness         | <p>29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12</p> <p>29.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, If accepted, would:</p> <ul style="list-style-type: none"> <li>i. Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>ii. Limit in any substantial way, inconsistent with the Bidding Documents, the employer's rights or the Bidder's obligations under the proposed Contract; or</li> <li>iii. If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</li> </ul> <p>29.3 The employer shall examine the technical aspects of the bid submitted in accordance with ITB 17.</p> <p>29.4 If a Bid is not substantially responsive to the requirements of the Bidding document, it shall be rejected by the Employer and may not subsequently be made responsive</p> |

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|                                       | by correction of the material deviation, reservation, or omission.   |
| 30. Nonmaterial Nonconformities       | <p>30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.</p> <p>30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified in the BDS.</p> |
| 31. Correction of Arithmetical Errors | 31.1 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.   |
| 32. Conversion to Single Currency     | 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into Indian Rupees Only.  |
| 33. Margin of Preference              | 33.1 <b>DELETED</b>  |
| 34. Subcontractors                    | <p>34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.</p> <p>34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the BDS as can be 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.</p> <p>34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.</p>   |

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| <p>35. Evaluation of Bids</p>             | <p>35.1 The employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>35.2 To evaluate a price bid, the employer shall consider the following:</p> <ul style="list-style-type: none"> <li>a) The bid price</li> <li>b) price adjustment due to discounts offered in accordance with ITB</li> <li>c) The additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria;</li> </ul> <p>35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>35.4 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the employer, the employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the employer against financial loss in the event of default of the successful Bidder under the Contract.</p> |
| <p>36. Comparison of Bids</p>             | <p>36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost</p>   |
| <p>37. Qualification of the Bidder</p>    | <p>37.1 The employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid either continues to meet (if prequalification applies) or meets (if post qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.</p> <p>37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid.</p>  |
| <p>38. Employer's Right to Accept Any</p> | <p>38.1 The employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any</p>  |

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| Bid, and to reject any or All Bids | time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.   |
| <b>F. Award of Contract</b>        |   |
| 39. Award Criteria                 | 39.1 Subject to ITB 38.1, the employer shall award the Contract to the Bidder who has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.   |
| 40. Notification of Award          | <p>40.1 Prior to the date of expiry of the bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called 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”).</p> <p>40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> |
| 41. Signing of Contract            | <p>41.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement</p> <p>41.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within Fourteen (14) days of its receipt.</p> <p>41.3 If the Successful bidder fails to sign the Contract Agreement, the contract Registration will be suspended for a period of One year duly forfeiting the Bid Security as per G.O.Ms.No.259, T.R&amp;B (Roads-V) Dept., and dt.6.9.2008.</p>   |
| 42. Performance Security           | <p>42.1 The successful Bidder shall, for the performance of its obligations hereunder during the Construction Period, furnish the Performance Security for an amount equal to 2.5 per cent of the bid amount/contract value in the shape of unconditional and irrevocable Bank Guarantee/ Insurance Surety Bond valid until 60 days after the completion of DLP period.</p> <p>42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p>                                 |
| 43. Procurement related complaints | - The point of contact and procedure for procurement related complaints are specified in the <b>BDS</b>   |



## Section II - Bid Data Sheet (BDS)

### A. General

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| ITB 1.1 | <p><b>NIT No: XX/2024</b></p> <p><b>Name of the Work: WORLD BANK &amp; ADB financed Amaravati Capital City Development Program related [INSERT PROJECT NAME] on Lump sum contract (Percentage Tender).</b></p>  |
| ITB 1.2 | <p>Also add:</p> <p>“<b>ES</b>” means Environmental and Social (E&amp;S): E&amp;S broadly encompasses the identification, management, and mitigation of environmental and social risks and impacts associated with development projects;</p> <p>“<b>Sexual Exploitation and Abuse</b>” “(SEA)” means the following:</p> <p><b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> <p>“<b>Sexual Harassment</b>” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;</p> |
| ITB 2.1 | <p>The Employer has received financing from the World Bank (WB) and Asian Development Bank (ADB) toward the Amaravati Integrated Urban Development Program (P507508) and Amaravati Inclusive and Sustainable Capital City Development Program (58395-001) respectively. A Part of this financing will be used for payments under the Contract named above and is within the Program Expenditure Framework.</p> <p><b>Please refer the below links for the program details</b></p> <p>WB Program link: <a href="https://projects.worldbank.org/en/projects-operations/project-detail/P507508">https://projects.worldbank.org/en/projects-operations/project-detail/P507508</a></p> <p>ADB Program link: <a href="https://www.adb.org/projects/58395-001/main">https://www.adb.org/projects/58395-001/main</a></p>  |
| ITB 4.1 | <p>The following are added to ITB 4.1:</p> <ul style="list-style-type: none"> <li>- The Bidder should have a Special Class Civil registration in the Government contracts registered with Government of Andhra Pradesh</li> </ul>   |

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| ITB 4.1 (a) | <ul style="list-style-type: none"> <li>- Joint Venture: <b>not allowed</b></li> <li>- If JV allowed, maximum number of members in the JV shall be: <b>NA</b></li> </ul>  |
| ITB 4.2 (f) | <p>The clause shall be read as “The bidder</p> <ul style="list-style-type: none"> <li>- or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation; or</li> <li>- has a retired officer of the Govt. of AP or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.</li> <li>- The bidder himself or any of their employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor’s employment within a period of 2 years from the date of their retirement.</li> <li>- The bidder or any of their employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the bidder’s service.</li> <li>- Bidder shall have a conflict of interest if in the division/circle any of their relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineer and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The bidder shall intimate the names of the persons who are working with them in any capacity or subsequently employed. The bidder shall also furnish a list of Gazetted/Non-Gazetted State Government employees related to them. Failure to furnish such information, Bidder is liable to be removed from the list of approved contractors and their contract is liable for cancellation.</li> </ul> <p><i>Note: Near relatives include sons, step sons, daughters, step daughters, son-in-law, daughter-in-law, brother-in-law, sister-in-law, brothers, sisters, father, mother, wife, husband, father-in-law, mother-in-law, nephew, niece, uncle, aunt, cousins and any person residing with or dependent on the contractor.</i></p> |
| ITB 4.5     | <p><b>The clause shall be read as</b></p> <ul style="list-style-type: none"> <li>• A Bidder that has been sanctioned and/or under ongoing investigation by the World Bank, pursuant to the World Bank’s and Asian Development Bank’s Anti-Corruption</li> </ul>  |

Guidelines, and in accordance with their prevailing sanctions policies and procedures as set forth in Section V, shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a World Bank and ADB-financed contract or benefit from a World Bank and ADB-financed contract, financially or otherwise, during such period of time as the World Bank shall have determined. The list of debarred firms and individuals is available at the electronic address.

WB: <https://www.worldbank.org/debarr>

ADB: <https://lnadbg4.adb.org/oga0009p.nsf>

- A firm will not be eligible to participate in any procurement activities while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB-2), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- Even though the bidders meet the above Eligibility Requirements, they are subject to be disqualified if they are
  - blacklisted by any Central/State Government Institutions/World Bank/ ADB. An undertaking (self-certificate) in this regard that the bidder hasn't been blacklisted by any Central/State Government institutions/ World Bank/ ADB must be submitted.
  - found to have misled or made false representation in the forms, statements submitted in proof of the qualification requirements of record of poor performance such as abandoning works not properly completed in the contract, inordinate delays in completions, litigation history and or financial

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|   | <p>failures and / or participated in the previous tendering for the same works and had quoted unreasonably high bid prices, in the preceding 10 (ten) financial years. In addition to the above, even while execution of the work, if found that the Bidder had produced false/fake certificates of experience, the Bidder will be blacklisted, and work will be taken over invoking clause 60 (a) of Preliminary Specifications to Andhra Pradesh Standard Specifications</p>  |
| <p><b>B. Contents of Bidding Document</b></p> |   |
| ITB 6.1                                       | also includes: Design Basis Report (Section VI – Works’ Requirement)  |
| ITB 6.3                                       | Electronic procurement portal: AP eProcurement Portal: <a href="http://www.apecprocurement.gov.in">www.apecprocurement.gov.in</a>   |
| ITB 7.1                                       | <p>For Clarification purposes, only, the Employer’s address is:<br/> Contact Person: <b>CHIEF ENGINEER – _____ - APCRDA</b><br/> <b>Kind Attn: [INSERT CHIEF ENGINEER NAME]</b><br/> Email Address: <b>[INSERT CHIEF ENGINEER EMAIL]</b><br/> Physical Address:<br/> Street Address : APCRDA OFFICE<br/> Floor/Room number: LENIN CENTER, GOVERNERPET<br/> City : VIJAYAWADA<br/> ZIP Code : 520002<br/> Country : INDIA</p> <p>Queries must necessarily provide: Clause no., Clause &amp; Query and should be submitted to the above address in writing before 5PM of the date of pre-bid meeting. Submissions made after such cutoff time shall not be entertained.</p> |
| ITB 7.3                                       | <p>In addition to ITB 7.3, the following shall be inserted:</p> <p><b>Site Visit:</b> NB: The Bidder shall acknowledge and confirm that it has undertaken an independent due diligence audit of all aspects of the Project, including but not limited to technical and financial viability, legal framework, structure, demand for, growth and forecasts for project facilities in the region, and on the basis of its independent satisfaction hereby submits the bid and in the event of LOA/LOI/PO issued, to execute the Project in accordance with the terms and conditions of this Agreement.</p>   |

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|                               | <p><b>No Subsequent Claims</b><br/> After submission of the bid with undertaking supra and after Letter of Acceptance issued, no Bidder can claim that the Site Visit and other studies are not properly made. It is deemed for all purposes that the Site Visit and other studies have been properly conducted by the Bidder with all Technical Assistance required at their cost and with their men, and having proper understanding of the conditions present and future with reference thereto in taking up the project including for construction, operation and maintenance if any for entire contract period, for nothing contra is left open to raise”.</p> <p>The bidder shall mention while submitting the bid that the site visit is properly conducted.</p> |
| ITB 7.4                       | <p>A Pre-Bid meeting shall take place at the following date, time and place:<br/> Date: DD.MM.YYYY<br/> Time: 11.00 Hrs<br/> Address: LENIN CENTER, GOVERNERPET<br/> Street Address: APCRDA OFFICE<br/> Floor/Room number:<br/> City : VIJAYAWADA<br/> ZIP Code : 520002<br/> Country : INDIA</p>   |
| ITB 8.4                       | <p>Amendments/Corrigendum shall be published at<br/> <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a>;</p>  |
| <b>C. Preparation of Bids</b> |   |
| ITB 9.1                       | <p><b>Bid Transaction Fee:</b> @ 0.03% of ECV (estimated contract value) with a cap of Rs.10,000/- (Rupees ten thousand only) for all works with ECV upto Rs.50 crores, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores plus applicable Taxes to be paid online at the time of bid submission electronically.</p> <p><b>Cost of bid processing fee:</b> Rs 20,000/- Online payment in favour of Andhra Pradesh Capital Region Development Authority (APCRDA), Vijayawada. (Non-Refundable)</p>   |
| ITB 10.1                      | <p>The language of the Bid is: English<br/> All correspondence exchange shall be in English language.</p>   |
| ITB 11.1                      | <p>Additionally, The Bidder shall submit a declaration that bidder is</p>   |

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|          | <p>not disqualified by the WB/ADB for non-compliance with SEA/SH obligations in the Declaration form (Annex - 2 &amp; 3).</p> <p>The Bidder shall submit a declaration that bidder is not disqualified by the WB/ADB for non-compliance with ES performance in the Declaration form (Annex - 1).</p> <p>The Bidder shall submit the following additional documents in its Bid:</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b> the Bidder shall submit Management Strategies and Implementation Plans (MSIP) prepared as per the E&amp;S Policy (Appendix I and Appendix II of Part VI – Works’ Requirement) to manage the Environmental and Social (ES) risks.</p> <p>The Contractor shall not carry out mobilization to Site (e.g. clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor’s Personnel submitted as part of the Proposal and agreed as part of the Contract. The Contractor shall submit, to the Engineer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be prepared considering the E &amp; S requirements mentioned in Appendix I and Appendix II of part VI. The Works shall be commenced only with prior approval of C- ESMP by the PMC and Employer (ESMU). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.</p> <p>The C-ESMP shall be part of the Contractor’s Documents.</p> |
| ITB 16.1 | <p>Technical Proposal of the Bidder, shall cover the following:</p> <ol style="list-style-type: none"> <li>a) Bidder’s understanding and comprehension of the Works.</li> <li>b) Bidder’s Approach &amp; Methodology for execution of Works.</li> <li>c) Bidder’s Outline Quality Control &amp; Assurance Plan.</li> <li>d) Bidder’s Management Strategies and Implementation Plans (MSIP).</li> </ol>  |

- e) Bidder's Programme for execution of Work.
- f) Bidder's Logistic Plan for execution of Work.
- g) Bidder's Organization Chart for executing the Works.
- h) Bidder's deployment of Plant & Machinery.
- i) Bidder's plan for procurement of key materials.
- j) Bidder's plan for engaging Associated Agencies for specialized components of work.

Following points may be considered and included in the Technical Proposal of the Bidder:

- a) Approach & Methodology for execution of Works: The Methodology for execution of works shall also cover the Excavation options / methods as the water table at some locations is at 2-3 m below the existing ground level.
- b) Curing procedures and methods proposed to be used shall also be included in the Methodology for execution of Works.
- c) Types and details of Scaffoldings & Shuttering proposed to be used for the execution of Works shall be included in the Logistics Plan.
- d) The Outline Quality Control & Assurance Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirements of the Contract.
- e) Outline Social, Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as per the requirements of Contract.
- f) Tender Programme shall indicate how the Bidder intends to organize and carry out the works and achieve stages and complete the whole of the works by the completion dates. The Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced. The Tender Programme shall include procurement periods of major material, offsite production/ prefabrication, temporary construction, etc.
- g) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Bidder's perception of the major constraints and critical areas of concern in the organization, construction and completion of the Works
- h) The Bidder shall submit organization chart showing areas of responsibility, relative seniorities and lines of reporting.
- i) The Bidder shall preferably submit their plan for engaging

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|  | <p>specialized agencies for items specified.</p> <p>Note: While the bidders will be required to submit the above, the selected bidder will present their plan which will be reviewed and approved by APCRDA. At the time of approval, all required synchronization issues will be addressed.</p>   |
| ITB 18.1                                 | The bid validity period shall be <b>NINETY (90)</b> days.  |
| ITB 19.1                                 | <p>i. The Bidder has to submit the Bid Security amounting to <b>1% of the Estimated Contract Value (ECV)</b> Which shall be the only way of NEFT/RTGS or if by irrevocable bank guarantee/ Insurance Surety Bonds with validity period of 180 days from the last date of bid submission from any Govt. Banks/ Nationalized Banks/ Public Sector Banks/ Scheduled banks in the prescribed format in favor of Andhra Pradesh Capital Region Development Authority (APCRDA) represented by its Commissioner:</p> <p>Name of the Bank–Union Bank of India,<br/> Account Number: 034310100081181<br/> IFSC Code: UBIN0803430<br/> Branch Address-Labbipet branch, Vijayawada, Andhra Pradesh – 520010.<br/> Beneficiary Name: Andhra Pradesh Capital Region Development Authority (APCRDA)</p> <p>ii. The bidder shall also upload the remittance details with proof for counter verification with the bank of the employer.</p> <p>iii. If any successful bidder fails to submit the original hard copies of Online Payment receipts/BG/ Insurance Surety Bond towards EMD/ Security Deposit within the stipulated time, the bid will be treated as invalid.</p> <p>iv. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will be displayed on the e-procurement platform website.</p> <p>v. The banker should be informed that the Bank Guarantee/ Insurance Surety Bond should not be revoked without official consent in writing of the Employer.</p> |
| ITB 19.7 (d)                             | DELETED  |
| <b>D. Submission and Opening of Bids</b> |  |
| ITB 21.1                                 | Web link of the E-tendering portal:  |



<http://www.apecurement.gov.in/>

Bidders must submit their bids **ELECTRONICALLY**.  
**The deadline for bid submission is as mentioned in NIT.**  
In case of submitting bids electronically, the electronic bidding submission procedures shall be as included in the below link:  
<https://apecurement.gov.in/contractors-faqs.html>

For **Hard copy submission purposes**, only, the Employer's address is:

**Attention** : [INSERT CHIEF ENGINEER NAME],

**CHIEF ENGINEER** –[\_\_\_\_\_] **APCRDA**

**Street Address** : **APCRDA OFFICE,**

**Floor/Room number** : **LENIN CENTER, GOVERNERPET**

**City** : **VIJAYAWADA**

**ZIP Code** : **520002**

**Country** : **INDIA**

- The tendering process is online at the electronic procurement market place of Government of A.P., that is, [www.apecurement.gov.in](http://www.apecurement.gov.in). The tender documents can only be obtained online. Tender will be submitted online on the electronic procurement market place of Government of A.P., that is, [www.apecurement.gov.in](http://www.apecurement.gov.in)
- The bidders need to register on the electronic procurement market place of Government of A.P., that is, [www.apecurement.gov.in](http://www.apecurement.gov.in). On registration on the “e” procurement market place they will be provided with a user ID and password by the system using which they can submit their tender on line.
- For registration and online tender submission Bidders may contact HELP DESK of M/S Vupadhi Techno Services Pvt. Ltd. [www.apecurement.gov.in](http://www.apecurement.gov.in) or <https://tender.apecurement.gov.in>
- While registering on the AP e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
- The AP e-procurement market place provides an online self-service registration facility to such contractors who are already registered with respective participating department for supply of specified goods and services.
- The bidders may contact the Chief Engineer, APCRDA for any information on the tender and ‘e’-procurement.
- Digital Certificate Authentication: The bidder shall authenticate the Bid with their Digital Certificate for submitting the Bid electronically on ap e-procurement platform and the bids not authenticated by digital certificate of the Bidder will not be accepted on apecurement

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|   | <p>platform. The authorized signatory of the intending Bidder, as per the Power of Attorney (PoA) must have a valid digital signature. The Bidder shall upload their tender using digital signatures of the authorized signatory as per the PoA only. The tenders uploaded without being authenticated by the digital signature of authorized signatory will not be accepted on the e-procurement platform. All the Bidders need to obtain Digital Signature Certificate from APTS. For obtaining Digital Signature Certificate, please contact: Andhra Pradesh Technology Services Limited, Vijayawada. The authorized signatory of the intending bidder as per the Power of Attorney (PoA) must sign each page of its submission before scanning the same and uploading on e-procurement portal. The Bidder shall sign on the statements, documents, certificates uploaded by them accepting responsibility for their correctness / authenticity.</p>   |
| ITB 22.1                                    | DD.MM.YYYY at 1500 Hrs  |
| ITB 25.1                                    | <p>The Bid opening shall take place at:</p> <p>Street Address : <b>APCRDA OFFICE,</b><br/> Floor/Room number : <b>LENIN CENTER,</b><br/> <b>GOVERNERPET</b><br/> City : <b>VIJAYAWADA</b><br/> ZIP Code : <b>520002</b><br/> Country : <b>INDIA</b></p> <p>Date: DD.MM.YYYY at 1600 Hrs</p>   |
| <b>E. Evaluation and Comparison of Bids</b> |   |
| ITB 30                                      | Non- Material & Non-Conformities <b>shall not be</b> permitted  |
| ITB 34                                      | <ul style="list-style-type: none"> <li>- The total value of works to be awarded on sub-contracting shall not exceed <i>[insert work-specific required percentage, not exceeding 50%]</i> of the contract value.</li> <li>- There is no right for the bidder to sub-contract any part of the contract works without the employer's permission. If the bidders desires to sub-contract any part of the work during execution, the bidder shall submit in writing the necessity of sub-contracting of any part of the contract work, subject to the ceiling of <i>[insert work-specific required percentage, not exceeding 50%]</i> in all, along with the name of the proposed Sub-Contractor, details of qualification, experience and valid registration and as to the proposed Sub-Contractor gets eligibility from suitable class for such sub-contract work and that the contractor has verified and found genuine-ness of the proposed sub-contractors information.</li> <li>- The Tender Accepting Authority before awarding of works on sub-contracting (subject to total sub-contracting of not more than <i>[insert work-specific required percentage, not</i></li> </ul> |

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|              | <p><i>exceeding 50%]</i> of the contract value either to one or more sub-contractors) shall verify the genuineness of the proposed Sub-Contractor's qualification and other eligibility criteria.</p> <ul style="list-style-type: none"> <li>- If the Sub-Contractor satisfies the qualification and other eligibility criteria with reference to the criteria of prime contractor in proportion to the value of work proposed to be sub-contracted, the bidder may seek approval from the Concerned Technical Committee.</li> <li>- After approval by the Technical Committee for any such Sub-Contracting, the Tender Accepting Authority can permit such Sub-Contracting within the ceilings.</li> <li>- The extent of sub-contract shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor while issuing the experience certificate.</li> <li>- It is the responsibility of the main contractor to clear any liabilities that may arise from the portion of the work executed by the sub-contractor until the completion of the contract work, the end of the defect liability period, and the end of any operation and maintenance period, if any, specified in the contract.</li> </ul>   |
| ITB 35.1     | <p>Evaluation of Technical Bid:</p> <ul style="list-style-type: none"> <li>i. All the bids will be verified to check if each bid is accompanied by a valid bid security in the required amount and in an acceptable form. Bids that are not accompanied by the valid tender security shall be rejected and will not be evaluated further.</li> <li>ii. APCRDA will determine whether each bid is responsive to the requirements of the Bid Documents i.e. to check the bid if it conforms to all terms, conditions and specifications of the bid document. In case of any inconformity, the tender shall be disqualified and rejected. The decision of APCRDA as to which tenders are not substantially responsive shall be final.</li> <li>iii. Tenders having any material deviation or reservation as detailed in ITB 28 and 29 shall be disqualified and rejected.</li> </ul> <p><b>Technical Evaluation</b> – This evaluation will be done to check the adequacy of Bidders' Technical capability and will include an assessment of the Bidder's past work experience in executing similar nature of works, their financial strength and technical capacity to mobilize key equipment and personnel for the contract along with adequacy of Technical Proposal. The Evaluation of Technical Proposal shall be carried out as per the methodology given in Section III: Evaluation Criteria. To become eligible for shortlisting for opening of Price Bid, the Bidder must meet the pre-qualification requirement stated in the Tender Documents.</p> |
| ITB 42.1 (a) | The successful Bidder shall also, for the performance of its E&S obligations hereunder during the Construction Period, furnish the  |

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|               | <p>E&amp;S Performance Security for an amount equal to 0.1 per cent of the bid amount/contract value in the shape of unconditional and irrevocable Bank Guarantee/ Insurance Surety Bond valid until 60 days after the completion of DLP period. The E&amp;S Performance Security shall be over and above the Performance Security mentioned under ITB 42.1.</p>   |
| <p>ITB 43</p> | <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), Procurement Related Grievances</p> <p>For the attention: Additional Commissioner (Admin)<br/> Employer: APCRDA<br/> Email address: <a href="mailto:proc.complaints@apcrda.org">proc.complaints@apcrda.org</a>/<br/> <a href="https://crda.ap.gov.in/">https://crda.ap.gov.in/</a></p> <p>(b) In summary, a Procurement-related Complaint may challenge any of the following :</p> <ol style="list-style-type: none"> <li>1. the terms of this Tender / Request for Proposal;</li> <li>2. the Employer’s decision to exclude a Bidder / Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Employer’s decision to award the contract.</li> </ol> <p>Appellate Authority : Secretary, MA&amp;UD, Government of Andhra Pradesh</p> <p>Procedure for Filing an Appeal:</p> <ul style="list-style-type: none"> <li>- An appeal must be filed within 7 days from the date of the decision being appealed.</li> <li>- The appeal must be submitted in writing to the Appellate Authority, clearly stating the grounds for the appeal.</li> <li>- The appellant must provide copies of all relevant documents, including the original decision, supporting evidence, and any other relevant materials.</li> <li>- The Appellate Authority shall acknowledge receipt of the appeal and inform the appellant of the date and time for the hearing.</li> <li>- The Appellate Authority may conduct a hearing to consider the appeal. Both parties may present their arguments and evidence.</li> <li>- The Appellate Authority shall issue a written decision within 15 days of the hearing. The decision shall be final and binding on both parties.</li> </ul> |

An appeal may be filed on any of the above if:

- The original decision was based on incorrect facts or evidence.
- The original decision was contrary to law or AP procurement guidelines.
- The original decision was arbitrary, capricious, or unreasonable.
- The original decision was biased or prejudiced.

**Procedure for post contract award:**

Modes of Settlement of claims/ disputes & place of exclusive jurisdiction:

If any claim, dispute or disagreement of any kind whatsoever arises between the contractor and the employer, in connection with or arising out of or touching upon this Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination, or execution, whether before or after the termination, abandonment or breach of this Contract (“Dispute”), the Parties will seek to resolve the Dispute by mutual consultation within 15(fifteen) days from the occurrence of such Dispute and written representation given for it on behalf of the employer to the contractor or by the contractor to the employer, Lenin Centre, Governor pet, Vijayawada, AP. If the Parties fail to resolve the Dispute by mutual consultation within said 15 days’ time, then, the provisions of Clause below will apply.

**SETTLEMENT OF CLAIMS:**

All disputes or difference arising of or relating to the Contract shall be referred for Evaluation and Negotiation as follows:

- a) Claims up to a value of Rupees 10,000/- by Superintending Engineer, APCRDA
- b) Claims above Rs. 10,000/- and up to Rupees 50,000/- by Chief Engineer, APCRDA
- c) Settlement of Claims above Rs. 50,000/- Appellate Authority.

In the event of failure to resolve the dispute by the Superintending Engineer and / or Chief Engineer of APCRDA within the said 15 days of bringing it to their notice respectively, such disputes shall be referred to the Appellate Authority for resolution. The Appellate Authority for the purpose of this contract is the Secretary, MA&UD, Government of Andhra Pradesh may seek technical advice from the independent technical advisor

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|  | <p>The Appellate Authority shall have exclusive jurisdiction to hear and resolve any disputes between the parties, and its decision shall be binding and final, subject to any legal rights of appeal.</p> <p>If any Dispute is not resolved by the Parties within 15(fifteen) days of the appeal to the Appellate Authority, the contractor has to approach a Civil Court of competent jurisdiction by way of Civil suit and not by arbitration.</p> |
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## Section III - Evaluation and Qualification Criteria

This Section contains all the criteria that the employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

| Eligibility and Qualification Criteria |  |   |                       | Compliance Requirements                              |             |                     | Documentation           |
|--|--|---|-----------------------|--|-------------|---------------------|-------------------------|
| No.                                    | Subject  | Requirement   | Single Entity         | Joint Venture (existing or intended) where permitted |             |                     | Submission Requirements |
|  |  |   |                       | All members Combined                                 | Each Member | At least one Member |                         |
|  |  |   |                       | <b>1. Eligibility</b>                                |             |                     |                         |
| 1.1                                    | <b>Nationality</b>   | Nationality in accordance with ITB 4.4  | Must meet requirement | N/A  | N/A         | N/A                 | FORM - 1                |
| 1.2                                    | <b>Conflict of Interest</b>                                | No conflicts of interest in accordance with ITB 4.2   | Must meet requirement | N/A  | N/A         | N/A                 | Letter of Bid           |
| 1.3                                    | <b>Eligibility</b>   | Not having been declared ineligible by the World Bank and the Asian Development Bank, as described in ITB 4.5.  | Must meet requirement | N/A  | N/A         | N/A                 | Letter of Bid           |
| 1.5                                    | <b>United Nations resolution or Borrower's country law</b> | Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V. | Must meet requirement | N/A  | N/A         | N/A                 | FORM - 1                |
|  |  |   |                       | <b>2. Historical Contract Non-Performance</b>        |             |                     |                         |
| 2.1                                    | <b>History of Non-</b>                                     | Non-performance of a contract <sup>1</sup> did not  | Must meet             | N/A  | N/A         | N/A                 | Form -2                 |

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

| Eligibility and Qualification Criteria |  |   |  | Compliance Requirements  |  |             | Documentation       |                         |
|--|--|---|--|--|--|-------------|---------------------|-------------------------|
| No.                                    | Subject  | Requirement   |  | Single Entity  | Joint Venture (existing or intended) where permitted |             |                     | Submission Requirements |
|  |  |   |  |  | All members Combined                                 | Each Member | At least one Member |                         |
|  | <b>Performing Contracts</b>  | occur as a result of contractor default since last 10 Financial years. (From FY 2014-15 to FY 2023-24)  |  | requirement <sup>4 &amp; 5</sup>   |  |             |                     |                         |
| 2.2                                    | <b>Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period</b> | Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7   |  | Must meet requirement  | N/A  | N/A         | N/A                 | Letter of Bid           |
| 2.3                                    | <b>Pending Litigation</b>  | Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder |  | Must meet requirement  | N/A  | N/A         | N/A                 | Form – 2                |
| 2.4                                    | <b>Litigation History</b>  | No consistent history of court/arbitral award decisions against the Bidder <sup>2</sup> since 1 <sup>st</sup> April 2019  |  | Must meet requirement  | N/A  | N/A         | N/A                 | Form – 2                |
| 2.5                                    | <b>Declaration: Environmental and Social(E&amp;S) past performance</b>   | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or          |  | Must make the declaration. Where there are Specialized Sub-contractor/s, the | N/A  | N/A         | N/A                 | Annex-1                 |

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



| Eligibility and Qualification Criteria        |  |  |  | Compliance Requirements   |  |             | Documentation       |                                  |
|---|--|--|--|---|--|-------------|---------------------|----------------------------------|
| No.   | Subject  | Requirement  |  | Single Entity   | Joint Venture (existing or intended) where permitted |             |                     | Submission Requirements          |
|   |  |  |  |   | All members Combined                                 | Each Member | At least one Member |                                  |
|   |  | social, or health or safety requirements or regulations in the past Ten Financial Years <sup>3</sup> .   |  | Specialized Sub-contractor/s must also make the declaration.                |  |             |                     |                                  |
| 2.6   | <b>Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration by Contractor and Subcontractor</b> | At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations   |  | Must meet requirement(including each subcontractor proposed by the Bidder)  | N/A  | N/A         | N/A                 | Annex 2 & 3                      |
|   |  | If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract. |  | Must meet requirement (including each subcontractor proposed by the Bidder) | N/A  | N/A         | N/A                 |                                  |
| <b>3. Financial Situation and Performance</b> |  |  |  |   |  |             |                     |                                  |
| 3.1   | <b>Financial Capabilities</b>  | (i) Liquid assets/credit facilities/Solvency certificates from any Nationalized/ Scheduled Bank or Certificate issued by CA for not less than Rs. _____ Cr.  |  | Must meet requirement   | N/A  | N/A         | N/A                 | Statement VIII, with attachments |

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

| Eligibility and Qualification Criteria |  |   |                       | Compliance Requirements                              |             |                     | Documentation           |
|--|--|---|-----------------------|--|-------------|---------------------|-------------------------|
| No.                                    | Subject  | Requirement   | Single Entity         | Joint Venture (existing or intended) where permitted |             |                     | Submission Requirements |
|  |  |   |                       | All members Combined                                 | Each Member | At least one Member |                         |
|  |  |   |                       |  |             |                     |                         |
| <b>4. Experience</b>                   |  |   |                       |  |             |                     |                         |
| 4.1 (a)                                | <b>General Construction &amp; Contract Management Experience</b> | <p>Satisfactorily completed as Prime Contractor similar works of cost not less than Rs. _____Cr in any one financial year during the last Ten financial years i.e. from 01-04- 2014 to 31-03-2024 updated by giving 10% simple weightage per year to bring them to Financial Year 2024 - 2025 considering the completed works in Central/State Government departments (or) Central/State Autonomous Bodies (or) Central/State Public Sector.</p> <p>*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.</p> <p><b>Similar Works means:</b> Construction of Integrated infrastructure development project of industrial parks/townships/SEZs/IT parks/Roads/Airfields/Utilities in urban areas like (water, wastewater, storm water and ducts for power &amp; ICT) during the last Ten financial years i.e. from 01-04-2014 to 31-03-2024. These projects should comprise of roads and at least one</p> | Must meet requirement | N/A  | N/A         | N/A                 | Statement II            |

| Eligibility and Qualification Criteria |   |  |               | Compliance Requirements                              |             |                     | Documentation           |  |  |  |  |  |   |  |                        |     |     |     |               |
|--|---|--|---------------|--|-------------|---------------------|-------------------------|--|--|--|--|--|---|--|------------------------|-----|-----|-----|---------------|
| No.                                    | Subject   | Requirement  | Single Entity | Joint Venture (existing or intended) where permitted |             |                     | Submission Requirements |  |  |  |  |  |   |  |                        |     |     |     |               |
|  |   |  |               | All members Combined                                 | Each Member | At least one Member |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
|  |   | component out of storm water, water supply, wastewater, ducts for power & ICT.   |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
| 4.1 (b)                                | <b>Specific Construction &amp; Contract Management Experience</b>   | <p>Satisfactorily executed the following items of works (Physical Quantities) in any one financial year during the last Ten financial years i.e. from 01-04-2014 to 31-03-2024:</p> <table border="1"> <thead> <tr> <th>Item</th> <th>Min. Requirement</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>1</td> <td></td> </tr> </tbody> </table> | Item          | Min. Requirement                                     |             |                     |                         |  |  |  |  |  | 1 |  | Must meet requirements | N/A | N/A | N/A | Statement III |
| Item                                   | Min. Requirement  |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
|  |   |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
|  |   |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
|  |   |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
|  |   |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
| 1                                      |   |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |
| 4.1 (c)                                | <p><b>Bid Capacity (Statement X):</b><br/>           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><b>Assessed Available bid capacity = (A*N*2-B)</b></p> |  |               |  |             |                     |                         |  |  |  |  |  |   |  |                        |     |     |     |               |

| Eligibility and Qualification Criteria |  |   | Compliance Requirements |  |             | Documentation       |                         |
|--|--|---|-------------------------|--|-------------|---------------------|-------------------------|
| No.                                    | Subject  | Requirement   | Single Entity           | Joint Venture (existing or intended) where permitted |             |                     | Submission Requirements |
|  |  |   |                         | All members Combined                                 | Each Member | At least one Member |                         |
|  | Where,   | <p>A = Maximum value of Civil Engineering works executed in any one financial year during the last ten financial years. Financial Turnover and cost of completed works of previous years shall be given weightage of 10% per year bring them to current price level i.e. the financial year in which bids are invited.</p> <p>N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).</p> <p>B = Value, at the current price level, of existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited.</p> <p>Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be certified by a statutory auditor or CA and countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</p>  |                         |  |             |                     |                         |
| 4.2 (d)                                | In case, the Employer floats 'n' number of concurrent tender documents for works projects in Amaravati, Andhra Pradesh, the below would be the Bid Capacity calculation: | <ol style="list-style-type: none"> <li>1. All the bidders shall have the option to Bid for more than one of these concurrent TENDERS.</li> <li>2. The evaluation of the submissions made by the bidders for the 'n' tender documents shall be undertaken in parallel as per the procedure laid below.</li> <li>3. The technical qualification of all the bidders participating in the 'n' tenders, irrespective of their participation in one or more than one tender shall be undertaken based on the technical submissions made by the firm as per the terms set in the tender.</li> <li>4. In case any bidder submits bid for more than one tender and is identified as L1 in any of the tenders 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 tender for which the financial bid is next scheduled for opening (if any).</li> <li>5. Such re-assessment of the Available Bid Capacity shall be undertaken as described below:</li> </ol> <p>Any given Bidder is L1 in any of the 'n' tenders: For the n<sup>th</sup> tender Bid Capacity calculation, all the previous (n-1) tenders' L1 value where the said bidder is the L1 bidder, will be considered as part of Bidder's "existing commitments and on-going works to be completed (b value)".</p> |                         |  |             |                     |                         |

## Technical Requirements

1. The Bidder should possess the minimum Key Critical Equipment and Key Technical personnel as prescribed in the Section III. However, the Bidder shall note that these are minimum requirements & bidder shall deploy whatsoever resources required for completion of work as per contract.

| <b>S. No.</b> | <b>Equipment</b>                    | <b>No</b>      |
|---------------|-------------------------------------|----------------|
| 1.            | [INSERT PROJECT SPECIFIC EQUIPMENT] | [INSERT COUNT] |
| 2.            | [INSERT PROJECT SPECIFIC EQUIPMENT] | [INSERT COUNT] |
| 3.            | [INSERT PROJECT SPECIFIC EQUIPMENT] | [INSERT COUNT] |
| 4.            | [INSERT PROJECT SPECIFIC EQUIPMENT] | [INSERT COUNT] |

2. These are minimum requirements; contractor shall deploy personnel as required by the Project to ensure completion of the work in accordance with the contract.

| S. No | Personnel Position and required Qualification cum Experience                     | No.            |
|-------|--|----------------|
| 1.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |
| 2.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |
| 3.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |
| 4.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |

**Note: 1. The bidder shall submit the proof of availability of adequate design and execution engineers to carry out the given scope of works. The Bidder shall also submit the proposed organization chart along with Staff deployment schedule along with the tender.**

## **Section IV - Bidding Forms**

## Check List to accompany the Tender

The bidder shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded.

| S. No | Description  | Submitted | Page No.(see Note below) |
|-------|--|-----------|--------------------------|
| 1     | 2  | 3         | 4                        |
| 1.    | Letter of bid (including certificate and declaration)  | Yes / No  |                          |
| 2.    | Form 1 - Bidder Information Form   | Yes / No  |                          |
| 3.    | Form 2 - Historical Contract Non-Performance, Pending Litigation and Litigation History  | Yes / No  |                          |
| 4.    | Annual Financial turnover in the last 10 financial years in the Bidder's name in Statement-I with supporting certificates.                             | Yes / No  |                          |
| 5.    | Details of similar works completed as Prime Contractor during the last ten financial Years in Statement-II with supporting certificates.               | Yes / No  |                          |
| 6.    | Details of Projects satisfactorily completed in statement - III  | Yes / No  |                          |
| 7.    | Details of bidder in Statement-IV  | Yes / No  |                          |
| 8.    | Availability of critical equipment in Statement –V.  | Yes / No  |                          |
| 9.    | Availability of Key personnel in Statement. VI.  | Yes / No  |                          |
| 10.   | Litigation history in Statement –VII.  | Yes / No  |                          |
| 11.   | Financial Situation and Performance - Proof of liquid assets in the shape of Solvency certificates etc., for the required amount as per Statement VIII | Yes / No  |                          |
| 12.   | Proposed Work Plan and Methodology as per Statement IX   | Yes / No  |                          |
| 13.   | Calculation of Bid capacity as per Statement X   | Yes / No  |                          |
| 14.   | Format 1 & 2 - Form of Bid Security  | Yes / No  |                          |
| 15.   | Format 3 – Power of Attorney   | Yes / No  |                          |
| 16.   | Environmental and Social Performance Declaration (Annex 1)   | Yes / No  |                          |
| 17.   | Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration (Annex 2)   | Yes / No  |                          |
| 18.   | Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors (Annex 3)                                      | Yes / No  |                          |
| 19.   | Management Strategies and Implementation Plans (MSIP)  | Yes / No  |                          |
| 20.   | Financial Part - Price bid (shall not be included in Technical Part)   | Yes / No  |                          |
| 21.   | List of any other certificates enclosed  | Yes / No  |                          |

### **Notes:-**

1. All the statements copy of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
2. The information shall be filled-in by the Bidder in the checklist and statements I to X, for the purposes of verification as well as evaluation of the Bidder's Compliance to the qualification criteria as provided in the Tender document.



## **DECLARATION**

I / WE..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State or the Government of India or World Bank or Asian Development Bank, due to any reasons.

I / WE hereby declare that I/We have not been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV) or health or safety requirements or safeguard in the past five years.

I / WE hereby declare that I/We will ensure that the personnel employed by us sign and comply with the Code of Conduct (E&S) throughout the contract duration.

**Signature of the Bidder**

## LETTER OF BID

Date: .....

**To**  
**The COMMISSIONER**  
**APCRDA**  
**Vijayawada, Andhra Pradesh**

Sir,

- I / We do hereby tender and if this tender be accepted, undertake to execute the following work viz. **As specified in NIT** as shown in the drawings and described in the specifications deposited in the Office of the Commissioner, APCRDA, VIJAWADA with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “Conditions of the Contract”.
- I/We agree to execute the work when the lump sum payment under the terms of the agreement.
- I/We have quoted Percentage excess or less on E.C.V. / Lump-sum, both in words & figures. In case of any discrepancy between the Percentage excess or less on ECV, in words and figures, the rates quoted words only shall prevail.
- I/We agreed to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government
- I/We hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and that I/We have made such examination of the Contract documents and the plans, specifications and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Employer/ Government/ Municipal based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.
- I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the tender inviting authority in terms of Conditions of Contract.
- If upon written intimation to me/us by the tender inviting authority Office, I/We fail to attend

the said office on the date herein fixed or if upon intimation being given to me/us by the Authority or acceptance of my/our tender, and if I/We fail to make the EMD or to enter into the required agreement as defined in Conditions of Contract, then I/We agree the forfeiture of the bid security. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.

- I/WE fully understand that the written agreement to be entered into between me/us and Authority shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.
- I/WE agree to pay the transaction fee as per G.O.Ms.13 dated 05.07.2006 in favour of M/s. APTS, Vijayawada towards transaction fee on e-procurement and hand over the same to CHIEF ENGINEER – \_\_\_\_\_ APCRDA, Vijayawada at the time of submission of EMD. Another amount of 0.04% of ECV (estimated contract value) with a cap of Rs. 10,000 (Rupees Ten thousand only) for all works with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees Twenty-five thousand only) for works with ECV above Rs.50 Crores, should be paid online in favour of Managing Director, APTS Vijayawada, at the time of conclusion of agreement if work is awarded to me/us.

I AM/WE ARE authorized to sign and my/our designation is given below:

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

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

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

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

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

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

## **BIDDER'S CERTIFICATE.**

- I/WE hereby declare that I/We have perused in detail and examined closely the Conditions of Contract, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the APCRDA.
- I/WE certify that I/We have inspected the site of the work before quoting my Price, I/We have satisfied about the quality, availability and transport facilities for stones, sand and other materials.\*
- I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions, the difference between 75% of ECV Value and my/out tender amount, in case if my / our offer is less than (-)25%.
- I/WE hereby declare that I am/we are accepting for the defect liability period as 24 months.
- I / WE declare that I / WE will procure the required construction materials including earth and use for the work after approval of the Authority's Representative. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I / WE shall ensure smooth and un-interrupted supply of materials.
- I / WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.
- I / WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage Price are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to, the department after completion of work.
- I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works.
- I / WE declare that I / WE will execute the work as per the milestone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- I / WE declare that I / WE will abide for settlement of disputes as per the tender conditions.

\* Note: The bidder shall provide evidence of the site visit by attaching images of the site, including GPS location, date, and time stamps.

## **DECLARATION OF THE BIDDER.**

I/WE have not been blacklisted by any department in Andhra Pradesh/ Government of India/ World Bank/ ADB, due to any reasons.

I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

I/WE have not misled or made false representation in the forms, statements submitted in proof of the qualification requirements of record of poor performance such as abandoning works not properly completed in the contract, inordinate delays in completions, litigation history and or financial failures and / or participated in the previous tendering for the same works and had quoted unreasonably high bid prices, in the preceding 10 (ten) financial years.

I / WE hereby declare that I/We have not been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV) or health or safety requirements or safeguard in the past five years.

I / WE hereby declare that I/We will ensure that the personnel employed by us sign and comply with the Code of Conduct (E&S) throughout the contract duration.

We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

“Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.[1]

We have checked all the parties mentioned in the declaration above against ADB's published sanctions list accessed via <https://www.adb.org/who-we-are/integrity/sanctions>.

Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank, please state details:

Name of the multilateral development bank: \_\_\_\_\_

Reason for the ongoing investigation / allegations: \_\_\_\_\_

Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any

Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

(i) Name of Institution: \_\_\_\_\_

(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [start and end date]: \_\_\_\_\_

(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: \_\_\_\_\_

At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

Address of the Bidder:

**Phone No.:**

**Fax/mail .:**

**BIDDER.**

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**Note:** If the tender is made by an individual, it shall be signed with their full name and their address shall be given. If it is made by a firm, it shall be signed with the co- partnership name by a member of the firm, who shall also sign their own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with their tender satisfactory evidence of their authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.

**FORM - 1**

**Bidder Information Form**

Date: \_\_\_\_\_  
Tender 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:<br><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<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____   |                              |  |
| 1. Attached are copies of original documents of<br><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.<br><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.<br><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not under the supervision of the Employer</li></ul> |                              |  |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.  |                              |  |
| 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 | Copies of GST Tax Returns             | Contractor/ Firm should furnish latest GST clearance  |
|  | iv  | GST Registration                      | Contractor/Firm should produce copy of GST registration                                       |
|  | v   | Contractor's Registration certificate | Copy of Contractors Valid Registration under Special Class with Government of Andhra Pradesh. |



**Form – 2**

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

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

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

JV Member's Name \_\_\_\_\_

TENDER No. and title: \_\_\_\_\_

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

**Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria**

Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]*

Contract(s) not performed since 1<sup>st</sup> January *[insert year]*

| <b>Year</b>          | <b>Non-performed portion of contract</b> | <b>Contract Identification</b>   | <b>Total Contract Amount (current value)</b> |
|----------------------|--|--|--|
| <i>[insert year]</i> | <i>[insert amount and percentage]</i>    | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>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**

No pending litigation

Pending litigation.

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

**STATEMENT – I: Annual Financial turnover**

| Sl. No. | Financial Year | Value in Rs. |
|---------|----------------|--------------|
| 1.      |                |              |
| 2.      |                |              |
| 3.      |                |              |
| 4.      |                |              |
| 5.      |                |              |
| 6.      |                |              |
| 7.      |                |              |
| 8.      |                |              |
| 9.      |                |              |
| 10.     |                |              |

Notes:

- a. Attach copies of Audited Balance Sheet certified by Statutory Auditor/CA

**Signature of the Bidder**

**STATEMENT – II: Details of similar nature of works completed during the last ten financial years.**

| Sl. No | Name of the work | Address of Agt. Concluding Authority | Agreement No. & dated. | Value of Contract | Stipulated period of completion | Actual date of completion | Value of work done year wise during the last 'ten' years. |                      |                      |                      |                      |                      |                      |                      |                      |                       |
|--------|------------------|--------------------------------------|------------------------|-------------------|---------------------------------|---------------------------|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|
|        |                  |                                      |                        |                   |                                 |                           | 1 <sup>st</sup> Year                                      | 2 <sup>nd</sup> Year | 3 <sup>rd</sup> Year | 4 <sup>th</sup> Year | 5 <sup>th</sup> year | 6 <sup>th</sup> year | 7 <sup>th</sup> year | 8 <sup>th</sup> year | 9 <sup>th</sup> year | 10 <sup>th</sup> year |
| 1      | 2                | 3                                    | 4                      | 5                 | 6                               | 7                         | 8   | 9                    | 10                   | 11                   | 12                   | 13                   | 14                   | 15                   | 16                   | 17                    |
|        |                  |                                      |                        |                   |                                 |                           |   |                      |                      |                      |                      |                      |                      |                      |                      |                       |
|        |                  |                                      |                        |                   |                                 |                           |   |                      |                      |                      |                      |                      |                      |                      |                      |                       |
|        |                  |                                      |                        |                   |                                 |                           |   |                      |                      |                      |                      |                      |                      |                      |                      |                       |

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 showing work wise / year wise value of work done and date of completion.

**Signature of the Bidder**

**STATEMENT – III: Criterion for satisfactorily completed projects**

| <b>Sl. No.</b> | <b>Project</b> | <b>Key Components/ Description of the Project</b> | <b>Start Date</b> | <b>Stipulated Date of completion</b> | <b>Actual Date of Completion</b> | <b>Value of Work</b> | <b>Prime Quantity Executed (with units)</b> |
|----------------|----------------|---|-------------------|--------------------------------------|----------------------------------|----------------------|---|
|                |                |   |                   |                                      |                                  |                      |   |

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 showing work wise / year wise value of work done and date of completion.

**Signature of the Bidder**

## STATEMENT – IV: Details of Bidder

1. Details of Bidder
  - a) Name
  - b) Country of incorporation
  - c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - d) Date of incorporation and/ or commencement of business
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
  - a) Name
  - b) Designation
  - c) Company
  - d) Address
  - e) Telephone number
  - f) E-mail address
  - g) Fax Number
  
4. Particulars of the Authorised Signatory of the Bidder
  - a) Name
  - b) Designation
  - c) Address
  - d) Telephone number
  - e) Fax Number

**Name of Bidder:**

| No. | Criteria   | Yes | No |
|-----|--|-----|----|
| 1.  | Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it or World Bank or ADB, from participating in any project (BOT, EPC or otherwise). |     |    |
| 2.  | If the answer to 1 is yes, does the bar subsist as on the date of Bid.   |     |    |
|     |  |     |    |

5. The updated following information of the Bidder:

**Name of Applicant:**

| <b>Sl. No</b> | <b>Criteria</b>  | <b>Yes/No</b> |
|---------------|--|---------------|
| 1             | Updated details of on-going process of blacklisting ifso, under any contract with Authority / Government/ World Bank/ ADB on the Bidder. |               |

6. A Statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recentpast is given below (Attach extra sheets, if necessary):

**Signature of the Bidder**

## STATEMENT V: Availability of Critical Equipment

The Bidder should furnish the information required below, regarding the availability of the equipment, required for construction / quality control.

| Sl. No. | Details of Equipment | Number required | Number |        |                |
|---------|----------------------|-----------------|--------|--------|----------------|
|         |                      |                 | Owned  | Leased | To be procured |
| 1       | 2                    | 3               | 4      | 5      | 6              |
|         |                      |                 |        |        |                |

*Note: On Key and Critical Equipment:*

*The Key and Critical Equipment must be either owned with proof of owning (registration with RTA and the like) or leased with proof of such lease (the period of lease must be with right of renewal and for complete period of contract with such extended periods if any in future for any contingency and till completion, on Rs.100/- Stamp paper duly executed and notarized).*

**Signature of the Bidder**

A declaration regarding the equipment owned shall be produced by the Bidder on a non-judicial stamp paper of Rs.....as below.

### DECLARATION

**“I ..... do hereby solemnly affirm and declare that I /we own the following equipment for using on the subject work and declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.**

| Sl. No. | Details of each Equipment | Year of purchase | Regn. Number | Capacity | Any other data. | Is it in working condition |
|---------|---------------------------|------------------|--------------|----------|-----------------|----------------------------|
| 1       | 2                         | 3                | 4            | 5        | 6               | 7                          |
|         |                           |                  |              |          |                 |                            |



### STATEMENT – VI: Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

| <b>Sl. No</b> | <b>Name</b> | <b>Designation</b> | <b>Qualification</b> | <b>Total Experience</b> | <b>Working with the Bidder since.</b> |
|---------------|-------------|--------------------|----------------------|-------------------------|---------------------------------------|
| 1             | 2           | 3                  | 4                    | 5                       | 6                                     |
|               |             |                    |                      |                         |                                       |

*The Key Personnel must be on full time basis on-ground for the work on hand and shall not be engaged for other works also. Among those at least 20% must have Quality Control Experience.*

**Signature of the Bidder**

**STATEMENT – VII: Information on litigation history in which Bidder is the Petitioner**

| <b>S. No</b> | <b>Case No. / Year</b> | <b>Court where filed.</b> | <b>Subject Matter / Prayer in the case</b> | <b>Respondents i.e. Competent Authority</b> | <b>Present Stage</b> |
|--------------|------------------------|---------------------------|--|---|----------------------|
| <b>1</b>     | <b>2</b>               | <b>3</b>                  | <b>4</b>                                   | <b>5</b>                                    | <b>6</b>             |
|              |                        |                           |  |   |                      |

**Signature of the Bidder**

## STATEMENT VIII: Financial Situation and Performance

**Bidder's Name:**

**Date:**

**Financial data**

| Type of Financial information<br>in(currency)                    | Historic information for previous 5 years preceding the year<br>of tender call, (amount in currency, currency, exchange rate,<br>INR equivalent) |        |        |       |        |
|--|--|--------|--------|-------|--------|
|  | 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<br>OperatingActivities                            |  |        |        |       |        |

## 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 (INR equivalent) |
|-----|-------------------|-------------------------|
| 1   |                   |                         |
| 2   |                   |                         |
| 3   |                   |                         |
|     |                   |                         |

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for *five (5)* years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. 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 statements<sup>1</sup> for the *five (5)* years required above; and complying with the requirements

**Signature of the Bidder**

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

## **STATEMENT IX: Work Plan and Methodology**

Insert proposed methodology, program of construction, equipment deployment plan duly supported with broad calculations justifying capability of execution and completion of work including following details:

- a) Bidders' appreciation of the Project
- b) Bidders' organization setup for the Project
- c) Management of Design & Engineering services
- d) Site Logistics & Plan for temporary infrastructure
- e) Construction methodology
- f) Proposed deployment of key personnel
- g) Proposed deployment of Construction equipment
- h) Proposed construction schedule
- i) Quality control & Assurance system
- j) Proposed source of material
- k) Safety Plan (EHS Management Plan)
- l) Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks

**Signature of the Bidder**

## STATEMENT X: Bid Capacity Calculation

Information required to evaluate the BID Capacity:

Other Eligibility conditions (on Bid capacity/ Qualification criteria of bidders) shall include Bidder shall also fulfil the eligibility criteria such that their available Bid capacity is more than the approximate Estimated Project Cost indicated in this RFP.

The available Bid capacity will be calculated as under: Assessed Average Bid Capacity= $(2 \times A \times N) - B$  - which shall be more than the ECV, Where:

A= Maximum value of Civil Engineering works executed in any one financial year during last 10 financial years (01-04-2014 to 31-03-2024) updated by giving 10% simple weightage per year to bring them to Financial Year 2024 - 2025 considering the completed as well as works in progress which shall be certified by the Chartered Accountant.

N= Number of years prescribed for completion of work for which Bid is invited

B= Value at current price level of existing commitments and ongoing works to be completed during the period of works for which bids are invited.

Without compliance to the above, the calculation shown by the bidder simply on bid capacity cannot be considered but for rejection of bid on the said requirement”.

In case the bidder submits that there are no existing commitments and ongoing works anywhere in the country, the bidder shall file an affidavit to that effect duly notarized with undertaking for criminal prosecution if anything found in the affidavit information is untrue besides right of the employer to terminate the contract and for other legal recourse.

Without compliance to the above, the calculation shown by the bidder simply on bid capacity cannot be considered but for rejection of bid on the said requirement”.

$$\text{ASSESSED AVAILABLE BID CAPACITY} = (A * N * 2 - B)$$

Where,

N= Number of years prescribed for completion of work for which Bid is invited.

A = Maximum value of Civil Engineering works executed in any one year during last 10 years (01-04-2014 to 31-03-2024) updated by giving 10% simple weightage per year to bring them to Financial Year 2024 - 2025 considering the completed as well as works in progress.

To calculate the value of “A”

1. A table containing value of Civil Engineering Works in respect to Projects (EPC Contract / Item Rate Contract / Lumpsum Contract / Construction works) undertaken by the Bidder

during the last 10 years is as follows:

2.

| <b>Sl.No</b> | <b>Year</b>   | <b>Value of Civil Engineering Works undertaken w.r.t<br/>Projects(Rs. in Crores)</b> |
|--------------|---------------|--|
| 1            | 2023-24/2023  |  |
| 2            | 2022-23/2022  |  |
| 3            | 2021-22/2021  |  |
| 4            | 2020-21/2020  |  |
| 5            | 2019-20/2019  |  |
| 6            | 2018-19/2018  |  |
| 7            | 2017-18/2017  |  |
| 8            | 2016-17/2016  |  |
| 9            | 2015-16/2015  |  |
| 10           | 2014-15/ 2014 |  |

3. Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 10 years and value thereof is Rs. Crores (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated below:

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (*Updation Factor*) = Rs. \_\_\_\_\_  
\_\_\_\_\_ Crores (Rupees \_\_\_\_\_  
\_\_\_\_\_)

.....  
.....  
Signature, name and  
designation of Authorised  
Signatory  
  
For and on behalf of  
.....(*Name of the Bidder*)

.....  
.....  
Name of the Statutory Auditor's  
firm/**Chartered Accountant:**  
  
Seal of the audit firm/**Chartered Accountant:**  
(Signature, name and designation and  
Membership No. of authorised signatory)



**To calculate the value of “B”**

A table containing value of all the existing commitments and on-going works to be completed during the next 3 years is as follows:

| Sl. No.  | Name of Project/ Work | Percentage of participation of Bidder in the project | Dater of start / appointed date of project | Value of contract as per Agreement /LOA | Value of work completed | Balance value of work to be completed | Anticipated date of completion | Balance value of work at 2024-25 price level |
|----------|-----------------------|--|--|---|-------------------------|---------------------------------------|--------------------------------|--|
|          |                       |  |  | Rs. in Crores                           | Rs. in Crores           | Rs. in Crores                         |                                | Rs. in Crores                                |
| <b>1</b> | <b>2</b>              | <b>3</b>   | <b>4</b>                                   | <b>5</b>                                | <b>6</b>                | <b>7= (5-6)</b>                       | <b>8</b>                       | <b>9 =(3x7)</b>                              |
|          |                       |  |  |   |                         |                                       |                                |  |
|          |                       |  |  |   |                         |                                       |                                |  |
|          |                       |  |  |   |                         |                                       |                                |  |

The Statement showing the value of all existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Employer or its Engineer-in-charge not below the rank of Executive Engineer/ Superintending Engineer/ Chief Engineer or equivalent in respect of EPC/Item-rate Projects or Concessionaire/ Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s ..... and M/s..... , as on bid due date of this NIT.

.....  
 .....  
 Signature, name and designation of Authorised Signatory  
 For and on behalf of  
 .....(Name of the Bidder)

.....  
 .....  
 Name of the Statutory Auditor’s firm/**Chartered Accountant:**  
 Seal of the audit firm/**Chartered Accountant:**  
 (Signature, name and designation and Membership No. of authorised signatory)

Date:

Place:

**FORMAT 1 - FORM OF BID SECURITY – Option 1 - Demand Guarantee**

**Beneficiary** : \_\_\_\_\_  
**Invitation for Bids No** : \_\_\_\_\_  
**Date** : \_\_\_\_\_  
**BID GUARANTEE No.** : \_\_\_\_\_  
**Guarantor** : \_\_\_\_\_

1. We have been informed that \_\_\_\_\_(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the NIT no.").
2. Furthermore, we understand that, according to the Beneficiary’s conditions, bids must be supported by a bid guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ( \_\_\_\_\_ ) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - a. Has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or
  - b. Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.
4. This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the Contract Agreement signed by the Applicant and the EMD issued to the Beneficiary in relation to such Contract Agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) thirty days after the end of the Bid Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

*[signature(s)]*

---

**FORMAT 2 - FORM OF BID SECURITY – Option 2 – Insurance Surety Bond**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto Andhra Pradesh Capital Region Development Authority (APCRDA) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.  
(a) fails or refuses to sign the Contract Agreement when required, or  
(b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

---

in the capacity of

---

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money Deposit/Bid Security shall clearly indicate in (block letters) their name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security/EMD in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

**FORMAT 3 - FORM OF POWER OF ATTORNEY**

Power of Attorney for signing of Bid Know all men by these presents, We, .....  
(Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of.....and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF ....., 20....

For.....  
..

Witnesses:

(Signature, name, designation and address)

1.

2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (Hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**Note: Power of attorney duly stamped, registered or notarized as per the Indian laws and laws of AP Government**

## Annex 1

### Environmental and Social Performance Declaration

*[This form should be used only if the information submitted at the time of prequalification requires updating. The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder's Name: *[insert full name]*

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

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

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

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

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

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

Name of Contractor's Personnel: *[insert name]*

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

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

Countersignature of authorized representative of the Contractor:

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

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



## Annex 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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

Bidder's Name: *[insert full name]*

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

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

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

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

| <b>SEA and/or SH Declaration<br/>in accordance with Section III, Qualification Criteria, and Requirements</b>  |
|--|
| <p>We:</p> <ul style="list-style-type: none"> <li>.. (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li> <li>.. (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</li> <li>.. (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</li> <li>.. (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</li> <li>.. (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</li> </ul> |
| <p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>  |
| <p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>  |
| <p>Period of disqualification: From: _____ To: _____</p>   |
| <p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (<b>as per (d) above</b>)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p> <p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p>  |

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above**) *[attach details as appropriate]*.

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

### Annex 3

#### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: [insert full name]

Date: [insert day, month, year]

Contract reference [insert contract reference]

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

| <b>SEA and/or SH Declaration</b>   |
|--|
| <p>We:</p> <ul style="list-style-type: none"><li>.. (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</li><li>.. (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</li><li>.. (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</li><li>.. (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations.</li><li>.. (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.</li></ul> |
| <p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>  |
| <p><b><i>[If (d) or (e) above are applicable, provide the following information:]</i></b></p>  |
| <p>Period of disqualification: From: _____ To: _____</p>   |
| <p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (d) above</b>)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p> <p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p>   |
| <p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (e) above</b>) <i>[attach details as</i></p>  |

*appropriate*].

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**PART – 2**  
**PRICE BID**

Name of Work: WORLD BANK & ADB financed Amaravati Capital City Development Program related [INSERT PROJECT NAME] on Lump sum contract (Percentage Tender).

Estimated contract value (in figures & words) : Rs – [ENTER AMOUNT] /-([ENTER AMOUNT IN WORDS])

I/We do hereby express my willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tenderdocuments. a) at an overall tender percentage of .....% (in figures) ..... (in words) Excess/less over estimated value or at Estimate rates.

**\*Note: This form is indicative and is to be submitted electronically on the e-procurement portal only. The bid document to be uploaded in the technical submission must not include this form. If the filled price bid is submitted as part of the technical submission, the bid will be treated invalid.**

**Signature of the Bidder**

## Section V - Fraud and Corruption

The World Bank's Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015 (hereinafter, "WB Guidelines") will be applicable to this contract as provided at Sub Section A of the Section V of tender document) and may be accessed at <https://www.worldbank.org/en/programs/program-for-results-financing#3> Where applicable, the ADB Guidelines and the WB Guidelines will be collectively called "Anti-corruption Guidelines".

ADB's Guidelines to Prevent or Mitigate Fraud, Corruption, and Other Prohibited Activities in Results-Based Lending for Programs (hereinafter "ADB Guidelines") as provided at Sub Section B of the Section V of tender document, will be applicable to this contract.

1. It is the Employer's policy to require that bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of the contracts<sup>4</sup>. The employer:
  - a. defines "Prohibited Practice" to comprise of any or all the following terms collectively
    - i. Corrupt practice means (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); Or (ii) Save and except as permitted under the Clauses relating to Bid Security (EMD)/Performance security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial, or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
    - ii. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
    - iii. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
    - iv. Undesirable practice means establishing contact with any person

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<sup>4</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper

- connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;
- v. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- b. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and
- c. will blacklist bidder or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the employer.
- d. Besides above, the Government of Andhra Pradesh, the World Bank, the Asian Development Bank anti-corruption guidelines will apply to this Contract. Please refer to below for the same.
- e. The bidders participating to the Program activities shall submit a self-declaration stating that the firm is not subject to ineligibility or has not been sanctioned under (i) the World Bank system of debarment and cross-debarment.
- f. The list of ineligible firms or individuals may be accessed at the following websites:
- <https://www.worldbank.org/debarr>
- <https://lnadbg4.adb.org/oga0009p.nsf>

## **Anti-Corruption Guidelines**

### **Definitions**

‘ADB’: Asian Development Bank

‘ADB Guidelines’: ADB’s Guidelines to Prevent or Mitigate Fraud, Corruption, and Other Prohibited Activities in Results-Based Lending for Programs

‘World Bank’: means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

‘WB Guidelines’: World Bank’s Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015

‘Anticorruption Guidelines’: collective term for the ADB Guidelines and WB Guidelines.

These guidelines shall be in the Procurement Document (Tender) and also be part of the resultant Contract agreement.

## **Sub-Section A**

### **Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing' dated February 1, 2012 and revised on July 10, 2015 (the Anti-Corruption Guidelines (WORLD BANK))**

<https://www.worldbank.org/en/programs/program-for-results-financing#3>

1. These Guidelines address Fraud and Corruption (as defined in paragraph 5) that may occur in connection with the preparation and implementation of programs financed, in whole or in part, by the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) through Program-for-Results Financing. They set out the general principles, requirements, and sanctions applicable to such programs.
2. The Loan Agreement providing for the Loan governs the legal relationships between the Borrower and the Bank with respect to the Program for which the Loan is made. The responsibility for the implementation of the Program under the Loan Agreement, including the primary responsibility for preventing and combating Fraud and Corruption, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to “make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.” These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the Program as provided in the Loan Agreement.
3. Recognizing that Fraud and Corruption leads to wasted resources and undermines development effectiveness, the Bank and the Borrower agree that all individuals and entities participating in the Program must observe the highest standard of ethics and, specifically, that all such persons and entities must take all appropriate measures to prevent and combat Fraud and Corruption, and refrain from engaging in Fraud and Corruption, in connection with the Program. In furtherance of these principles and purposes, the Bank and the Borrower further agree and commit to undertaking the actions set out in these Guidelines for the purpose of preventing and combating Fraud and Corruption in connection with the Program.

#### Definitions of Practices constituting Fraud and Corruption

4. These Guidelines address the following defined practices in connection with the Program:
  - (a) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
  - (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (c) A “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.
  - (d) A “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.
  - (e) An “obstructive practice” is (i) 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 (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to



information.

5. The above practices, as so defined, are referred to collectively in these Guidelines as “Fraud and Corruption.”

#### Borrower Actions to Prevent and Combat Fraud and Corruption in connection with the Program

6. In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Borrower:

- (a) takes all appropriate measures to ensure that the Program is carried out in accordance with these Guidelines;
- (b) takes all appropriate measures to prevent Fraud and Corruption in connection with the Program, including (but not limited to) adopting and implementing appropriate fiduciary and administrative practices and institutional arrangements;
- (c) promptly informs the Bank of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, together with the investigative and other actions that the Borrower proposes to take with respect thereto;
- (d) unless otherwise agreed by the Borrower and the Bank with respect to a particular case, takes timely and appropriate action to investigate such allegations and indications; reports to the Bank on the actions taken in any such investigation, at such intervals as may be agreed between the Borrower and the Bank; and, promptly upon the completion of any such investigation, reports to the Bank the findings thereof;
- (e) if the Borrower or the Bank determines that any person or entity has engaged in Fraud and Corruption in connection with the Program, takes timely and appropriate action, satisfactory to the Bank, to remedy or otherwise address the situation and prevent its recurrence; provided that nothing in this sub-paragraph (e) or in sub-paragraph (d) above obligates the Borrower to take action in direct contradiction of the applicable law of the Member Country;
- (f) cooperates fully with representatives of the Bank in any inquiry conducted by the Bank into allegations or other indications of Fraud and Corruption in connection with the Program, and takes all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the Borrower’s jurisdiction in such inquiry; and
- (g) ensures that any person or entity debarred or suspended by the Bank is not awarded a contract under or otherwise allowed to participate in the Program during the period of such debarment or suspension.

#### Sanctions and Related Actions by the Bank in cases of Fraud and Corruption

7. In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Bank:

- (a) promptly informs the Borrower of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, consistent with Bank policies and procedures.
- (b) in cases where the Bank determines it necessary to do so to fulfill its fiduciary duty, may conduct an inquiry into such allegations or other indications, independently of or in collaboration with the Borrower.
- (c) reports to the Borrower on the outcome of any such inquiry; and

(d) may sanction any individual or entity other than the Member Country if at any time the Bank determines that such individual or entity has engaged in Fraud and Corruption in connection with the Program or any other Bank-financed activity or is otherwise subject to sanction pursuant to its prevailing policies and procedures.

## **Miscellaneous**

8. For avoidance of doubt, nothing in these Guidelines is intended to restrict or otherwise affect the Member Country's sovereign right to investigate, prosecute or take any other action in furtherance of its own laws and regulations. Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.

9. Without prejudice to any provision hereof, if any action to be taken by the Borrower under these Guidelines may conflict with requirements of the applicable laws and regulations of the Member Country, the Bank and the Borrower will consult with a view to identifying and agreeing on alternative actions that will avoid such conflict while ensuring compliance herewith.

10. The provisions of these Guidelines do not limit any other rights, remedies or obligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

## **Sub-Section B**

### **ADB Guidelines To Prevent Or Mitigate Fraud, Corruption, And Other Prohibited Activities In Results-Based Lending For Programs (To Prevent Or Mitigate Fraud, Corruption, And Other Prohibited Activities In Results-Based Lending For Programs (The ADB Guidelines)**

#### **A. Purpose and General Principles**

The developing member country (DMC) is responsible for the implementation of programs supported by results-based lending (RBL). The Asian Development Bank (ADB) has a fiduciary responsibility to ensure that its loans and other forms of financing are used only for the purposes for which they were granted, in accordance with the Agreement Establishing the Asian Development Bank (the Charter). To uphold that obligation, ADB presents these guidelines to prevent or mitigate fraud, corruption, and other prohibited activities<sup>[3]</sup> (referred to as 'integrity violations' in ADB's Investigation and Enforcement Framework,<sup>[4]</sup> 2024 as amended from time to time, or IEF for brevity, in RBL operations financed in whole or in part by ADB. These guidelines build upon the legal obligations presented in the loan agreement and apply to operations funded by RBL.<sup>[5]</sup>"

These guidelines do not limit any other rights, remedies, or obligations of ADB or the DMC under the loan agreement or any other agreement to which ADB and the DMC are both parties.

All persons and entities participating in the programs are bound by ADB's Anticorruption Policy (1998, as amended from time to time) and the IPG, and as such must observe the highest ethical standards; take all appropriate measures to prevent or mitigate fraud, corruption, and other integrity violations; and refrain from engaging in such actions in

connection with the programs<sup>5</sup>.

## **B. Definitions**

These guidelines address the following practices as defined by ADB:

- (i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- (ii) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation.
- (iii) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (iv) A “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.

In addition, ADB may investigate conflicts of interest and abuse, as defined below, as well as other integrity violations enumerated and defined in the IEF:

- (i) A “conflict of interest” is a situation in which a party has interests that could improperly influence a party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. To the extent that conflicts of interest may provide an unfair competitive advantage or compromise the integrity of financial and governance systems, conflicted persons and entities must be excluded from participating in relevant program activities.
- (ii) “Abuse” is theft, waste, or improper use of assets related to an ADB-related activity, either committed intentionally or through reckless disregard.

## **C. Developing Member Country’s Actions to Prevent Fraud, Corruption, and Other Integrity Violations in Results-Based Lending for Programs**

Unless otherwise agreed in writing by the DMC and ADB, the DMC will take timely and appropriate measures to

- (i) ensure that the program is carried out following these guidelines.
- (ii) avoid conflicts of interest in the program.
- (iii) prevent fraud, corruption, and other integrity violations from occurring in the program, including adopting, implementing, and enforcing appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the loan are used only for the purposes for which the loan was granted.
- (iv) promptly inform ADB of allegations of fraud, corruption, and other integrity violations found or alleged related to a program.
- (v) investigate allegations of fraud, corruption, and other integrity violations and report preliminary and final findings of investigations to ADB.
- (vi) respond to, mitigate, and remedy fraud, corruption, or other integrity violations that are found to have occurred in a program and prevent its occurrence.
- (vii) cooperate fully with ADB in any ADB investigation into allegations of fraud, corruption, and other integrity violations related to the program, and take all appropriate

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[2] ADB may support a part (or a slice) of a government program or the entire government program through RBL. The program or the part that is supported by the RBL is referred to as the RBL program.

[3] These are referred to as “integrity violations” in ADB’s Investigation and Enforcement Framework, 2024 as amended from time to time.

[4] Formerly Integrity Principles and Guidelines, 2015 as amended from time to time, or ‘IPG’ for brevity

[5] ADB may support a part (or a slice) of a government program or the entire government program through RBL. The program or the part that is supported by the RBL is referred to as the RBL program.

measures to ensure the full cooperation of relevant persons and entities subject to the DMC's jurisdiction in such investigation, including, in each case, allowing ADB to meet with relevant persons and to inspect all of their relevant accounts, records and other documents and have them audited by or on behalf of ADB; and

(viii) ensure that persons or entities sanctioned or temporarily suspended by ADB do not participate in RBL programs in violation of their sanction or temporary suspension.

#### **D. ADB's Actions to Prevent Fraud, Corruption, and Other Integrity Violations in Results-Based Lending for Programs**

Unless otherwise agreed in writing by the DMC and ADB, ADB will

(i) inform the DMC of credible and material allegations of fraud, corruption, and other integrity violations related to a program, consistent with ADB's policies and procedures.

(ii) have the right to investigate allegations, following the IEF, independently or in collaboration with the DMC, including, in each case, meeting with relevant persons, and inspecting all of their relevant accounts, records, and other documents and having them audited by or on behalf of ADB.

(iii) inform the DMC of the outcome of any investigation, consistent with ADB policies and procedures.

(iv) have the right to impose sanction and other remedial action on any individual or entity for engaging in practices defined above, or to temporarily suspend any individual or entity during the course of an investigation, following ADB's policies and procedures; sanctions and temporary suspensions may result in that party's exclusion from participating in an RBL-financed activity or any other ADB-related activity indefinitely or for a stated period of time;<sup>6</sup>

(v) assess ways to respond pursuant to the Anticorruption Policy and other ADB policies and procedures, and may refer the case to appropriate authorities of a concerned DMC, if investigative findings indicate that a government official has engaged in fraud, corruption, and other integrity violations related to a program; and

(vi) recognize sanctions determined by other multilateral development banks in accordance with the Agreement for Mutual Enforcement of Debarment Decisions<sup>7</sup>.

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[7] ADB. 2010. Agreement for Mutual Enforcement of Debarment Decisions

## **PART 2 – WORKS’ REQUIREMENTS**

# Section VI - Works' Requirements

## Scope of Works

**Name of the Work: WORLD BANK & ADB financed Amaravati Capital City Development Program related [INSERT PROJECT NAME] on Lump sum contract (Percentage Tender).**

### **Brief Description of the work:**

#### **1) Acronyms:**

- a) RoW: Right of Way
- b) PCC: Plain Cement Concrete
- c) RCC: Reinforced Cement Concrete
- d) IRC: Indian Road Congress
- e) FRL: Finished Road Level
- f) GFC: Good For Construction
- g) GIS: Geographic Information System
- h) HDPE: High-Density Polyethylene
- i) DWC-PE-SN: Double Wall Corrugated Polyethylene - Stiffness Nominal
- j) IPS: Intermediate Pumping Station
- k) CPHEEO: Central Public Health and Environmental Engineering Organisation
- l) DI: Ductile Iron
- m) ICT: Information and Communications Technology
- n) MORTH: Ministry of Road Transport and Highways
- o) BIS: Bureau of Indian Standards
- p) ISO: International Organization for Standardization
- q) NAC: National Academy of Construction

#### **2) Introduction:**

In keeping with the aspiration of the Government of Andhra Pradesh to build the “Peoples’ Capital”, the land procurement mechanism has been designed to be voluntary and is based on consensual process of land pooling. Land pooling mechanism is mainly adopted for development of the Amaravati Capital City area, wherein, the land parcels owned by individuals or group of Employers are legally consolidated by transfer of ownership rights to the authority, which later transfers the ownership of a part of the land back to the land Employers and balance land proposed to be used for undertaking of development of such areas.

The broad objective of the scheme is to provide fair compensation to the land Employers for residential purposes or commercial activities in exchange of pooling of their agriculture lands. This is in sync with the overall vision of Amravati to be a “People’s Capital” and involving people in the development process. Accordingly, the Government have issued the “Andhra Pradesh Land Pooling Scheme”.

In pursuance of developing the capital city region, APCRDA has decided to prepare a Smart Integrated Infrastructure works encompassing the Capital City of an area of 217 sq. km which also

includes the development of Tier-II infrastructure for 17000 acres of returnable lands under Land Pooling Scheme.

The Development of [PROJECT NAME] . The Summary of scope for [PROJECT NAME] is as follows

| S.No. | Description             | Scope            |
|-------|-------------------------|------------------|
| 1     | [ADD SCOPE DESCRIPTION] | [SCOPE QUANTITY] |
| 2     | [ADD SCOPE DESCRIPTION] | [SCOPE QUANTITY] |
| 3     | [ADD SCOPE DESCRIPTION] | [SCOPE QUANTITY] |
| 4     | [ADD SCOPE DESCRIPTION] | [SCOPE QUANTITY] |

The following are the key component to be developed in the [PROJECT NAME] but are not limited to below:

[INSERT DETAILED SCOPE FOR THE PROJECT]

**The successful bidder shall complete the work within the stipulated period of completion of \_\_\_ Months.**

Where required, on advice of Employer , the contractor shall carry out detailed soil investigation , geo tech survey and designs in case of balance jobs/ certain pockets of work where in , reconfirmation of stability need to be satisfied. The contractor shall evolve economical and cost effective design for such jobs for which the indicative drawings will be furnished. The contractor shall follow relevant IRC/MORTH/CPHEEO/BIS/ISO/ NEC (National Electric Code)/IE rules/CEI (Chief Electrical Inspectorate) to GoAP/EEC/MID-EC/IEC/NBC/NIDM Guide lines/ ECBC norms including all the state of the art Green features applicable for Infrastructure projects and in conformity with best National & International practices. They have to carry out designing and analysis in the latest versions of design software. Analysis using 3D modelling & NAVIS/Revit(BIM)/ other equivalent platform shall be done by the contractor considering the sequence of the utility crossings like storm water, water supply, sewer, power & ICT ducts etc.

***The Contractor shall get the designs and clash analysis proof checked by Indian Institute of Technology Chennai/Hyderabad/Mumbai/Delhi Or another accredited consultant, agreed by the Employer (the “Proof Consultant”, the payment to proof consultant shall be done by contractor).*** The Proof Consultant shall proof check the detailed calculations, drawings and designs, which have been submitted by the contractor. The Contractor shall agree to incorporate any value engineering suggestions made by the PMC/Department/Proof Consultant. The contractor thereupon shall prepare good for construction drawings for approval of PMC/Department and works shall be carried out accordingly.

On completion of work, the Contractor shall submit 6 sets of as built drawings in hard copies and soft copies. The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings. The bidder shall use state of the art software and submit the drawings and designs in the required formats (Geographic Information System (GIS) format or geotagged data..). Contractor must integrate GIS-based monitoring and reporting systems for real-time updates on project progress, ensuring transparency and efficiency

ECV arrived (Excluding reimbursable items as shown in Part “B” of Schedule A) based on SoR of 2024-25, with OPC @ Rs. 4220.00/- per MT (Excluding GST) as per SoR of 2024-25 and Fe-500/Fe-500D@ Rs.60,000/- per MT (Excluding GST) & Fe-415 Steel @Rs.59,000/- per MT (Excluding GST), HSCR Steel bars @ Rs. 61,000/- per MT (Excluding GST), Mild Steel

60,000/- per MT (Excluding GST), M.S. Plates @ Rs. 66,000/- per MT (Excluding GST) as of October 2024. [TO BE UPDATED AS PER PROJECT REQUIREMENTS]



**SCHEDULE -A**  
**Bill of Quantities and Price Bid**

**Part A: Bill of Quantities:**

**Attached as Annexure (Will be uploaded in e-procurement)**

**Part B: Reimbursables (INR in Crores)**

|   |  |                 |
|---|--|-----------------|
| 1 | Seigniorage Charges of all works                                 | [INSERT AMOUNT] |
| 2 | Extra @ 100% on Seigniorage Charges towards consideration amount | [INSERT AMOUNT] |
| 3 | Extra @ 2% on Seigniorage Charges towards MERIT                  | [INSERT AMOUNT] |
| 4 | Extra @ 30% on Seigniorage Charges towards DMF                   | [INSERT AMOUNT] |
| 5 | NAC @ 0.1% on Part A & B (1+2+3+4)                               | [INSERT AMOUNT] |
| 6 | GST @18% on Part A & B (1+2+3+4+5)                               | [INSERT AMOUNT] |

# **Technical Specifications**

**(Annexure enclosed)**

## Environmental and Social (ES) requirements

### SCHEDULE: ENVIRONMENTAL COMPLIANCE BY THE POTENTIAL CONTRACTORS

**Table 1: List of Statutory Permissions to be obtained by the Contractors**

| S. No. | Statutory permission   | Regulatory authority                 |
|--------|--|--------------------------------------|
| 1      | Approval of Base Camp Plan                                     | APCRDA/ ADC/ PMC                     |
| 2      | Land lease deed for base camp                                  | State Govt.                          |
| 3      | Consent to Establish (CTE) for Plants establishment            | APPCB                                |
| 4      | Consent to Operate (CTO) for Plants operation                  | APPCB                                |
| 5      | Explosive Licence  | Chief Controller of Explosives dept. |
| 6      | Authorisation for Storage of Hazardous Chemicals               | Chief Controller of Explosives dept. |
| 7      | Authorisation for Storage of Hazardous Waste                   | APSPCB                               |
| 8      | Quarry lease deed and permission                               | State Mines and Geology Dept.        |
| 9      | Consent to Operate (CTO) for Crusher Plant operation           | APPCB                                |
| 10     | NOC for withdrawal of ground water                             | State Ground Water Board             |
| 11     | NOC for withdrawal of surface water                            | State Irrigation dept.               |
| 12     | Labour licence   | Labour Commissioner                  |
| 13     | Pollution Under Control certificates for construction vehicles | Authorised Emission Testing Centre   |
| 14     | Environmental monitoring testing                               | Authorised testing lab               |
| 15     | Soil Borrow Area approval                                      | APCRDA/ ADC/ PMC                     |
| 16     | Waste Management Plan  | APCRDA/ ADC/ PMC                     |

**Table 2: List of Applicable Labour Laws for Compliance**

| S. No | Name of Laws   |
|-------|--|
| 1     | Workman Compensation Act,1923  |
| 2     | Payment of Gratuity Act,1972   |
| 3     | Employees PF and Miscellaneous Provision Act,1952 (since amended)                            |
| 4     | Maternity Benefit Act,1961   |
| 5     | Sexual Harassment of Woman at the work place(Prevention, Prohibition and Redressal) Act,2013 |
| 6     | Contract Labour (Regulation and Abolition) Act,1970  |
| 7     | Minimum Wage Act,1948  |
| 8     | Payment of Wages Act,1936  |
| 9     | Equal Remuneration Act,1976  |
| 10    | Payment of Bonus Act,1965  |
| 11    | Industrial Disputes Act,1947   |
| 12    | Industrial Employment (Standing Order) Act,1946  |

|    |   |
|----|---|
| 13 | Trade Union Act,1926  |
| 14 | Child Labour(Provision and Regulation )Act,1986   |
| 15 | Inter-state migrant workmen's (Regulation of employment & conditions of services) Act,1979  |
| 16 | The Building and Other Construction works (Regulation of Employment and Conditions of service), Act,1996 and the cess Act of 1996 |
| 17 | Factories Act,1948  |
| 18 | Bonded Labour system(Abolition) Act,1976  |
| 19 | Employer's Liability Act,1938   |
| 20 | The Personal Injuries(Compensation Insurance) Act,1963  |

**Table 3: Other Requirements to Comply**

|   |  |
|---|--|
| 1 | Accident Incident Register                           |
| 2 | First Aid Box & Register                             |
| 3 | Tool-Box Talk register                               |
| 4 | Awareness training programme on Environment & Safety |
| 5 | Approved HSMP  |
| 6 | Fire Extinguishers                                   |
| 7 | Medical Check-up                                     |
| 8 | Emergency Response Plan                              |
| 9 | Wages register                                       |

## Appendix I

### ENVIRONMENTAL AND SOCIAL (ES) REQUIREMENTS

#### Environment and Social Policy

##### **Purpose:**

The purpose of the E & S policy is to ensure that all the capital city development works conform to the statutory requirements of the applicable environment and social laws, the E & S requirements of the funding agencies. The E & S policy is a guidance document for the management of environment and social aspects associated with the development works.

##### **Objective:**

The objective is to conserve, maintain and strive for enhancement of the quality of the natural resources, culture and socio-economic conditions of the people in the project area by identification of the critical areas, potential impacts, risks and preventing and mitigating impacts and associated risks through management plans and budget with timelines.

##### **Applicability:**

The E & S Policy implementation is binding on the Contractors, Sub contractors, PMCs, PgMC, third party contractors associated/engaged in the capital city works. All the persons/firms/institutions on which the E & S policy is binding hereon addressed as party/parties.

#### **Policy**

The PIU is committed and will ensure the implementation of the environment clearance conditions, Hon'ble NGT directions issued for the capital city and interlinked projects by incorporation of the relevant conditions in the designs, bill of quantities (BoQ), applicable E & S provisions of the statutory laws, Environment clearance, NGT directions, funding agencies in the Bid documents & contractual agreements with budget allocation for implementation of the E & S provisions in the BoQ.

Wherever applicable, the concerned party shall obtain prior clearances/permissions under the EIA notification, Consents under the Water (Prevention and Control of pollution) Act & Air (Prevention and Control of pollution) Act, Authorisation under the Hazardous waste management rules, Solid Waste Management Rules, C & D waste management rules, Bio Medical waste management rules, AP WALTA act. Further, the conditions of the clearances shall be implemented by integration with designs and BoQs, ESMPs.

Wherever applicable, the concerned party shall obtain prior NOCs from the State Ground Water Board, State Disaster Response and Fire Services Department, Archaeological Survey of India, Labour Department, Petroleum and Explosives Safety Organisation, River Conservator, Forest Department, State Mines and Geology Department, NHAI and other departments. Further, the conditions of the clearances shall be implemented by integration with designs and BoQs, ESMPs.

Wherever applicable, it shall be ensured that under respective labour laws all the registration/license requirements for the firm, workers, migrant workers specific to the project work shall be obtained.

The Contractor with prior approval shall implement Workers code of conduct, site specific Contractors- Environment social management plan considering the E & S policy, ESMP given by the

APCRDA/ADCL, incorporating the conditions of the bid documents. The site specific C-ESMP shall cover the management aspects related to traffic and material transportation from source, waste water, air pollution, solid wastes, hazardous wastes, Grievances, OHS, community health and safety, labour management and recruitment, labour camps.

Wherever applicable, as per the relevant provisions of the labours, all the construction sites, labour camps, shall have basic amenities (sanitary toilets, potable water, water supply for domestic usage, bath rooms, and wash areas) for all the personnel, amenities to women and creche for children, temporary bachelor and family type housing as applicable with minimum room sizes within secured premises, street lighting, sanitation arrangements, common kitchen supplied with environment friendly fuels, rest areas and dining areas, first aid room with basic facilities for patients, first aid kits and female nurse, Ambulance, Safety signages, Site level display boards with information on project/safety/SEA/SH/emergency contacts, Barricades around the project site, Periodic doctor visits for health checkup with onsite qualified and experienced officer/specialists for grievances, Environment, Social, OHS. The contractors shall make MoUs with local Hospitals for emergency issues.

The Contractor is responsible to register all the workers engaged for an agreed work in the capital city under the applicable labour laws. Contractor shall get basic health check-up done of all registered workers prior to commencement of works to know the prevailing diseases, fitness to work. The workers including women shall be given awareness on occupational hazards, risks and shall be trained on PPE, amenities in the site, gender aspects, SEA/SH, workers Code of conduct, first aid, site specific emergency plans, emergency contacts, Grievance cell and redressal mechanism. Accident Insurance shall be taken for all the workers.

The Contractor shall maintain all registers under labour laws, documents, monitoring reports for all the management plans and shall report to the APCRDA/ADCL. Failing to implement the E & S policy, ESMPs, Statutory obligations and failure to maintain updated data and reporting shall be considered as non-compliance and will be penalised as per the provisions. Failing to obtain necessary statutory permissions/NoCs prior to the commencement of project shall be considered violation and penal clauses under the relevant laws/rules shall be applied.

The PIU is committed to provide a safe working environment for all personnel in the capital city and shall ensure the safety of the workers from Sexual Harassment, Sexual Exploitation and Abuse, Gender based violence on women and child ( under the age of 18 years) in the work places, labour camp and in nearby communities. Periodic awareness programmes on the SEA/SH, GBV shall be undertaken by the PIU to the Contractors/Sub Contractors/PMCs/PgMC/nearby communities and reviewed. The workers shall be given awareness on the SEA/SH/GBV punishments under the laws, Sexually Transmitted Diseases, grievance cell arrangements specific to project, grievance officers.

Stakeholders in the capital city shall be informed prior to the commencement of the works about the Phase wise development of projects, Potential Environment & Social impacts, Mitigation measures incorporated in the bid documents and BoQ, Potential labour influx and arrangements obligated to the contractor, measures to prevent SEA/SH/GBV.

Further, the PIU with the help of internal staff, line departments, agencies like SERP of state government and if needed external agencies like NGOs will engage periodically with the women SHGs, adolescent girls, differently abled, vulnerable sections to consider and address their issues during the project execution. PIU grievance cell will be headed by Women officers and on regular basis visit the labour camps to interact with the workers to review the SEA/SH/GBV measures incorporated and practiced in the project site and interact with women workers to know the grievances.

All the Wastes – Domestic, Plastics, Construction and Demolition Waste, Hazardous, Batteries, E Wastes shall be managed and disposed scientifically. All the project sites including labour camps shall have arrangements for collection of wastes, segregation of wastes, temporary storage. The contractors shall handover the relevant stream of wastes to the authorised recyclers/facilities. As instructed, if needed certain wastes shall be deposited at the intermediate collection centers. Records related to total wastes generated, segregated streams and quantities disposed shall be maintained and reported for all kinds of wastes. Proof of evidence for the disposal shall be maintained and reported.

Measures for the prevention, control, mitigation of the pollutants and emissions from all the project activities shall be taken up to ensure that the air (includes noise) quality is maintained for the safety and well-being of the personnel and communities. The vehicles, DG sets which meet the Bharat stage IV norms with PUC certification, Noise generating equipment with silencers/acoustic enclosures shall be used or site/area level appropriate dust, pollution, noise attenuation measures shall be taken up, recorded and reported.

All the prohibited chemicals by the Government, prohibited /regulated under international convention on hazardous chemicals or any global treaty under climate change etc to which India is a signatory shall be prevented/regulated from usage in the capital city works.

All the water bodies including the ground water shall be conserved and protected. No waste/material in any form shall be discharged/dumped in the water bodies to prevent pollution and disturbances to the ecology.

The sewage generated in the capital city shall be treated to the reuse standards and shall be used for the greenery development and maintenance, cleaning, fire fighting, industrial purposes, District cooling. Appropriate technologies shall be adopted to achieve the treated to reuse standards. The treatment quality shall be monitored.

The contractors/PMCs/PgMCs shall ensure that all the works have appropriate onsite facilities for the scientific management of the waste water, construction runoffs, spillages, leakages, treated waste water. The details on waste water generation from all activities, treated and recycled, disposal location along with quality shall be recorded and reported.

Source of water shall be from surface sources and ground water usage shall be with prior permission from the appropriate authority and subject to the clearance conditions issued for the project. Water shall be treated to the IS 10500 standards with appropriate treatment facilities. Water conservation measures shall be incorporated in all practicable item of works in the estimates for the capital city works. Flow meters as per the norms and CPHEEO guidelines, EC conditions shall be considered to account and audit the water usage.

Water for the construction activities and the details of the water source, quantities shall be recorded and reported. Water quality must be ensured prior to its application. Details of water quality reports shall be maintained and reported. Water conservation measures shall be incorporated in the C – ESMP and with prior approval from the engineering wing, latest technologies can be used to reduce water requirements for the construction activities.

Energy requirements during construction stage and operation stages shall be optimised by using BEE minimum 3 star rated equipment/appliances.

The top soil of 30 cm depth shall be excavated and stored in the designated location or within the project boundary as instructed by the PIU. The Top soil shall be used for the development of the greenery in the capital city area. The excavated soils below 30 cm shall be stored separately and shall be used within the capital city for the raising the levels of the sites and for filling in low lying areas.

The contractor shall undertake environment monitoring of surface water, ground water, soil, noise, air on monthly basis within the project site and shall submit the reports.

The PMCs, PgMC shall on periodic basis review and report the implementation of the E & S policy.

The Contractor shall submit C- ESMP considering all the mandatory E & S requirements during the contract period and while considering payment to the invoices, the details of the trainings undertaken, pollution control measures taken up, results of the monitoring, evidences of the registers maintained, waste management, water procured for dust control, PUC of the vehicles, amenities in the site and the operational status, air pollution and noise pollution control measures, traffic control measures, permissions/NoCs/ insurance for the workers/health check up/accidents/grievances etc shall be submitted to the ESMU. For Each invoice, on certification from the ESMU, work bill proportionate to recommended amount of allocated 1 % for the ESMP shall only be released.

The Contractor shall submit a Quarterly Environmental and Social Compliance Report to the Employer with the following indicative items:

- Progress in implementing the Contractor Environmental and Social Management Plan (C-ESMP).
- Key activities undertaken to address environmental impacts and social concerns.
- Status of compliance with environmental and social safeguards, including mitigation measures.
- Any incidents of non-compliance and corrective actions taken.
- Updates on community engagement, grievance redressal, and adherence to Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) guidelines.



## Appendix II

### ENVIRONMENTAL & SOCIAL MANAGEMENT PLAN

#### A. Guidelines for Preparation of Environment and Social management plan

##### **Project Activities:**

The project activities may include permissions from the regulatory bodies, clearance of the ground, excavation of the top soil, excavation beyond top soil, other modifications to the existing natural and cultural assets, various onsite tests for surface/subsurface profile required for construction, material transportation from source through existing roads/ roads passing through the settlements, loading and unloading activities, stocking of materials, heavy vehicles/machinery activities, use of generator sets, storage of chemical/fuels, influx of labor, labor camps with minimum amenities, generation of sewage/sludge/septage, generation of solid waste including C&D waste and hazardous wastes, collection, transportation and disposal of liquid and solid wastes, transportation of the top soils/excavated soils to the designated locations, onsite safety, trainings, Grievances, Gender issues, Reinstatement/restoration of all establishments etc.

##### **Need for Environment and Social Management Plan (ESMP):**

The above activities include the preconstruction, construction and decommissioning works and these activities clearly indicate disturbances/modifications in the existing project site, additional traffic load and introduction of heavy vehicles during entire project duration, influx of population in the form of workers, employees, visitors etc, movement of materials, chemicals, fuels, generation of wastes and their disposal.

All these aspects certainly create impacts if they are not planned and managed scientifically. The possible areas of the impacts are due to changes in water bodies, soils, Air and in the settlements near to the project areas. Therefore an environment and social management plan is requisite.

#### **Environmental & Social Impacts**

##### **Mandatory Implementation of ESMP**

- *Capital City Project issued with an Environmental Clearance and has mandated conditions related to Environmental and Social management, which is binding in all aspects in the capital city.*
- *NGT directions were issued on the capital city project which is binding in all aspects of environmental protection.*

- *The funding agencies have mandated the implementation of Environmental & Social Management Plan.*

Therefore, there is a need for Project-specific ESMP (C-ESMP) to be submitted by the Contractor for approval prior to commencement of works at site.

- a) the Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), till the appropriate measures are in place to address environmental, social, health and safety risks and impacts.
- b) The Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract.
- c) The Contractor shall submit, on a continuing basis, for the ESMU's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). Project-specific ESMP (C-ESMP) to be submitted by the Contractor for approval prior to commencement of works at site (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture).
- d) The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the ESMU.

#### **C-ESMP shall include/consider**

##### **a. ESMP incorporated in the bid document**

##### **b. Recommendations of the funding agencies,**

The following Management Strategies and Implementation Plans (MSIP) shall be considered by the Contractor to incorporate in the C-ESMP:

- *Traffic management plan to ensure smooth traffic flow around the worksites and the safety of local communities from construction traffic Strategy for the protection of workers and community from construction-related hazards*
- *Pollution prevention (wastewater, air and noise emissions) and management*
- *A waste management strategy for proper collection and disposal of waste*
- *Strategy to address labor influx impacts on the local communities*
- *Gender-based violence and sexual exploitation and abuse prevention and response action plan*
- *Emergency response plan and early warning system*
- *E&S Requirements Section Of The Bid Document*

Further, the C-ESMP shall include the following Management Plans:

- *OHS Management Plan*
- *CHS Management Plan*
- *Waste Management Plan.*
- *Wastewater Discharge Management Plan*
- *Air And Noise Emissions Management Plan*

- *Hazardous Material Management And Spill Control Plan*
- *Workers Accommodation Plan*
- *Management Of Labor Influx And Facilities For Foreign Workers*
- *Labor Recruitment Procedures And Labor Management*
- *Traffic Management Plan Including Transport Of Materials From Quarries*
- *Training Plan for E&S Risks, Including HIV/AIDS, SEA, and GBV.*
- *Emergency Response plan*
- *Grievance Redressal Mechanism (GRM)*
- *SOPs, as provided by the Employer*
- *Demobilization plan after completion of works.*
- *SEA/SH Action Plan (will include, but not be limited to, details for:*
  - *Reporting of SEA/SH Incidents: The Bidder must immediately inform the Engineer (or project gender/GBV focal point) of any SEA/SH allegations or incidents, ensuring confidentiality. The report should include the type of allegation (sexual exploitation, abuse, or harassment), and the gender and age of the affected person. The bidder must also notify the Engineer of any such incidents occurring on Sub-consultants' or suppliers' premises related to the Works. Sub-consultants and suppliers are required to promptly inform the bidder of any SEA/SH incidents.*
  - *Training of bidder's Personnel: The bidder must provide appropriate training and sensitization on the prohibition of SEA and SH to relevant personnel, including sub-consultants*

All projects shall consider the conditions of the Capital city EC. Further building projects shall also consider conditions of interlinked project EC.

EIA, EMPs shall be referred for the aspects related to Safety, Plantation, Water and Energy conservation etc .

The above mentioned ECs, EIAs, EMPs are displayed on APCRDA website.

### **c. Zone of influence**

A minimum buffer zone upto 500m from all proposed work activities shall be considered as *Zone of influence* in preparation of C-ESMP in addition to the above aspects.

Sensitive areas:

- Educational Institutions (Anganwadis, Schools, Colleges, Universities etc), Health facilities, other public and semi-public areas-Courts, Legislative Assembly etc)
- Cultural Properties such as Temples, Church, Masjid etc
- Water Bodies:
  - Surface water bodies (Rivers, Ponds, Lakes etc) and
  - Ground water bodies (Bore wells, Hand pumps etc)
- Habitations
- Existing Trees, Parks
- Forest Area
- Historical & Archeological/Religious monuments

- Places of Tourist importance

Critical Infrastructure:

- Underground water supply lines and other pipelines/cable network
- Substations/WTPs/Existing lift irrigation schemes & Supply lines

Other aspects:

- It shall also consider establishment of Construction Camp, Labour Camp and Construction Plants (Hot Mix Plant, RMC/Batching Plant, WMM Plant etc) as per the project needs.
- It shall also consider the material transport routes to the project site.
- It shall also consider material (top soil, excavated soil, C&D waste and other wastes) transportation, routes from the project site to the designated locations
- Nearest project activities

**d. Environmental aspects shall be considered in preparation of the C- ESMP**

- Ground water table in the project area
- Proximity and HFL in the nearest stream/water body

Meteorological (nearest station data)

- Predominant wind direction and speed in the context of anticipated impact on the downwind direction,
- Maximum Hourly Rainfall in the mandal
- Min and Max Temperatures in the mandal

## B. ENVIRONMENT & SOCIAL MANAGEMENT PLAN (ESMP)

The Amaravati capital city project environmental clearance has been issued on 9.10.2015 and amended on 11.6.2018 by State Environment Impact Assessment Authority, AP, MoEF& CC.

All the capital city works shall be taken up in compliance to the conditions of the Environment clearance and therefore an indicative ESMP is attached, and it shall be followed. All the environmental laws and latest standards applicable and instructed shall be adopted to meet the overall project goals. The contractors shall comply with the EC and Amended EC conditions.

The contractors, sub-contractors, third – parties associated with the capital city contractual works shall ensure that all the applicable environment clearance conditions are adhered at the project level. This includes labour camps and potential areas of environment impacts.

Contractors associated with project works shall prepare and submit project level environment and social management plan, Health and safety management plan, Waste management plan, Traffic management plan, emergency response plan. The details of its implementation, related documentation shall be reported to the APCRDA on periodic basis and as instructed.

As part of implementation of the ESMP, health and safety, periodic monitoring of environment parameters shall be done within the project boundary, labour camps and potential environment impacts areas. Arrangements like availability of relevant E & S technical personnel in project team, having tie -ups with NABL certified labs, budget allocation for implementing the above stated management plans shall be done by the contractor.

All the registers required under the labour laws, environment monitoring data, Training, ESMPs, Organisation policies etc shall be made available in the construction sites.

The C – ESMP shall be prepared considering the EIA/EMP of the capital city and project specific EMP, RAP and RPF.

### Environmental Social Management Plan (ESMP) during Pre-Construction and Infrastructure Development

#### 1. General Requirements

| Sl.No | Procedure/practices  | Description   | Responsibility |
|-------|--|---|----------------|
| 1.1   | Building and Other Construction Workers (Regulation of Employment and working Conditions) Act, 1996).<br><br>The building & Other Construction Worker's welfare Cess Act, 1996 | This act is applicable for those construction activity whose cost is more than Rs. 10,00,000.<br>Since the project cost is above 10 lakhs, the Act is applicable to this project. All rules and procedure under this rule should be followed as<br><br>1. Registration of establishment under this Act.<br><br>2. Registration of building workers under this Act.<br><br>3. Provision of health and Safety measures for the construction workers in conformity with ILO convention No. 167 concerning safety and Health in construction. | Contractor     |
| 1.2   | Safety officer   | Any activity which is carried out by 500 or more workers, appointment of a Safety officer is required under the BoCW Act 1996.  | Contractor     |
| 1.3   | Temporary shelter  | The housing for construction workers may be in the form of temporary structures to be removed after the completion of the project.<br><br>Construction camps and temporary labour sheds shall be located away from the construction site.<br><br>Construction camps shall be provided for construction personnel to avoid indiscriminate dispersed settlement of construction workers and labourers.  | Contractor     |

|     |   |   |            |
|-----|---|---|------------|
|     |   | Provision shall be made for the temporary housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, crèche etc.   |            |
| 1.4 | Medical Services, First Aid, Sanitation | <p>Provide First –Aid box at suitable locations. This First –Aid box should be approved by consulting physician.</p> <p>Facility for the treatment of injured person should be predefined.</p> <p>Telephone no. of physicians, hospitals or ambulances shall be available in the Labour camp and construction site.</p> <p>Potable drinking water in sufficient quantities should be available at site.</p> <p>Adequate no. of sanitary toilet facilities should be arranged at site.</p> | Contractor |

## 2.Occupational Safety

| Sl.No | Aspect                         | Impact                          | Proposed Mitigation measures   | Responsibility |
|-------|--------------------------------|---------------------------------|--|----------------|
| 2.1   | Personnel protection equipment | Personnel protection            | Necessary approved work place and occupation specific PPE like helmet, eye protective wear, safety belt, shoes, gloves, jackets, ear plugs, masks should be provided to workers and personnel in the site.<br>Arrange training & awareness program for the effective use of PPE.   | Contractor     |
| 2.2   | Site preparation               | Accessibility                   | Accessible roads to the site should be safely and properly marked for any danger points like slippage, deep hole, and mud. They should be identified and barricaded.   | Contractor     |
|       |                                | Entry                           | Prevent unauthorized entry into the project site.<br>Prevent unauthorized persons access to identified danger points.  | Contractor     |
|       |                                | Site Levelling                  | Maximize reuse of Topsoil (30 cm) for greenery development within project site. Details of used and Excess unutilized top soil stocks shall be submitted to the Authority.<br><br>Maximize reuse of the excavated soil within the project area for leveling purpose.   | Contractor     |
|       |                                | Excavation activities           | All excavation activities shall be done in a planned way. All excavated areas shall be barricaded to prevent accidents.  | Contractor     |
| 2.3   | Spillage of oil and lubricant  | Soil Contamination and slippage | <p>Leak proof containers will be used for storage and transportation to prevent any slippages and contamination of soil, surface and ground water.</p> <p>An oil trap should be provided in the drainage line to prevent contamination from accidental spillage of oil.</p> <p>The floors of oil/ grease handling area and</p> | Contractor     |

|     |  |                                   |   |            |
|-----|--|-----------------------------------|---|------------|
|     |  |                                   | the drains to collect floor washings shall be impervious.   |            |
| 2.4 | Sign, Signals and Barricades                   | Precaution measures               | Display of relevant informative/safety/hazard sign boards, symbols and accident prevention tags shall be done at all necessary locations and to further compliance of safety norms.   | Contractor |
| 2.5 | Material Storage, Handling, Disposal           | Falling hazards                   | All material stored in stacks, in racks shall be secured to prevent from sliding, falling or collapse.<br><br>Aisles and passageways in the stores shall be kept clear and in good condition. Necessary sign boards shall be displayed.   | Contractor |
| 2.6 | Hand and Power Tool                            | Cutting, shearing, electric shock | Hand tools should be serviced regularly. Ensure that all portable hand tools are periodically tested and certified.<br><br>Ensure that all power tools, belts, gears, shaft, pulleys, sprockets, spindles, drums, fly wheels, and chains are properly guarded. All electric power operation tools/equipment are provided with earthing or double insulated.   | Contractor |
| 2.7 | Ladders and Scaffoldings                       | Falling from height               | Ensure that all ladders and Scaffoldings are in good and safe condition.<br>Ensure that Scaffolds should be capable of supporting at least four times their maximum intended load.<br><br>Ensure that footing or anchorage for scaffolds are sound, rigid and capable of bearing maximum intended load without settling or displacement.<br><br>Ensure that ropes, slings, hangers, platforms, and other supporting parts of two point suspended scaffolding are in proper position.<br><br>Inspection of these supporting equipment shall be done before every installation. | Contractor |
| 2.8 | Cranes, Derricks, Hoists, Elevators, Conveyors | Breaking, physical hazard         | It shall be ensured that rated load capacity, recommended operating speeds, and special hazard warnings are displayed on all equipment and they shall be visible from equipment/machine operator's cabin.<br><br>Equipment should be tested /inspected annually and the records of servicing/repairs shall be maintained.<br><br>It shall be ensured that before leaving a crane unattended, its boom should be lowered to the ground level.<br><br>The carrying load should not exceed the Safe working load.  | Contractor |
| 2.9 | Floor and Wall opening                         | Fall from height                  | Ensure that all openings in floor and wall are properly guarded with standard railings and sign boards.   | Contractor |

|      |                                     |   |   |            |
|------|-------------------------------------|---|---|------------|
|      |                                     |   | Ensure that open platforms located two meter or above the ground or floor levels should be guarded by standard railing.   |            |
| 2.10 | Welding and Cutting                 | Toxic gas inhalation, Explosion in the gas Cylinder | <p>Ensure that certified and trained personnel are deployed for these activities.</p> <p>Appropriate PPE for eye and face protection are supplied and used by the personnel deployed for this activity.</p> <p>Ensure that cutting &amp; welding fumes concentration are not exceeding the TLV by ensuring necessary mechanical ventilation system to exhaust the toxic gases.</p> <p>Ensure that all compressed gas cylinder secured are in an upright position at all time.</p> <p>Ensure that Arc frames of all Arc welding and cutting machine are grounded.</p> <p>Arc torch should be inspected for any leaking from shut off valves, hose couplings, and tip connection before starting the job.</p> | Contractor |
| 2.11 | Electrical equipment and connection | Electrical Shock                                    | <p>Live part of all electric equipment should be guarded against accidental contact.</p> <p>Ground Fault circuit interrupters should be used to protect the user.</p> <p>Path of cable from Circuit should be safe and free from any heat radiation, sharp edges etc. Polarity of the conductor should be correct.</p>  | Contractor |
| 2.12 | Traffic/Vehicle management          | Noise emission and                                  | <p>Effective traffic management plan will be implemented to ensure proper movement of vehicles and prevent traffic delays in and around the project area.</p> <p>Vehicle Parking areas should be clear and marked.</p> <p>The keys of the all-unattended vehicle should be kept with driver.</p> <p>Restrict unnecessary blowing of horn. Sign boards shall be displayed as required.</p> <p>Ensure that only vehicles with valid PUC certificates are operated.</p>  | Contractor |
| 2.13 | Occupational health                 | Worker health                                       | <p>All the labourers to be engaged for construction works shall be screened for to find out health conditions and only healthy individuals shall be permitted to work.</p> <p>Periodic health check-up of construction workers shall be done.</p>   | Contractor |

### 3. Air Pollution and Prevention

| Sl.No | Aspect      | Impact           | Proposed Mitigation measures              | Responsibility |
|-------|-------------|------------------|---|----------------|
| 3.1   | Particulate | Impact on humans | DG sets shall be used only as power back. | Contractor     |



|     |   |   |   |            |
|-----|---|---|---|------------|
|     | emission, fugitive dust, gaseous emissions from construction activity emergency/ temporary use of DG sets, traffic movement | and environment                                       | <p>Only Approved D.G. sets shall be used.</p> <p>Stack shall be arranged to prevent ground level concentrations from the emissions.</p> <p>More emphasis should be given on deployment of vehicles with valid Pollution Under Control (PUC) certificates for all vehicles deployed by contractor, sub-contractor, third party agencies.</p> <p>Gas based DG sets, Mobile solar power supplying systems shall be given priority as a power back up.</p> <p>As a last resort, Low sulphur diesel type diesel generator sets should be used during emergency periods in construction phase.</p>  |            |
| 3.2 | Unpaved roads   | Fugitive dust, impact of human health and environment | <p>Dust suppression measures shall be taken up in all potential areas of fugitive dust emissions.</p> <p>Ready-Mix concrete shall be used. Batching plant to be established away from the settlement area as per the guidelines of the PCB.</p> <p>Water fogging around the openly stocked material or barricading shall be erected around the openly stored material stocks as per the site engineer's instructions.</p> <p>Contractor shall submit details on dust and emission control, monitoring and implementation in ESMP.</p> <p>Personnel working in potential dust and gas emission areas shall be provided with face masks.</p> <p>Trucks used for material transportation which lead to fugitive dust emissions shall be covered.</p> <p>Water fogging or sprinkling shall be done at all locations where dust generation is anticipated.</p> | Contractor |
| 3.3 | Exhaust emissions from vehicle movements  | Fugitive dust, impact of human health and environment | Vehicles permitted as per the BS norms under each category and with valid PUC certificates only shall be used for construction activities.  | Contractor |

#### 4- Ambient Noise and vibration

| Sl.No | Aspect  | Impact                                  | Proposed Mitigation measures   | Responsibility |
|-------|---|---|--|----------------|
| 4.1   | Temporary increases in noise levels at the nearest residential receptors and mixed use area | Impact on nearest residents and workers | <p>Use low noise certified equipment/machines wherever possible.</p> <p>Ensure vehicles, equipment and machinery are properly maintained, especially the engine exhaust silencers.</p> <p>Ensure that all rotary driven construction</p> | Contractor     |

|     |  |  |   |            |
|-----|--|--|---|------------|
|     |  |  | <p>equipment has appropriate noise suppression devices installed and is well maintained.</p> <p>Machinery should be turned off when not in use in all practicable cases.<br/>Make use of screening for high noise activities.</p> <p>Mechanics will be staffed in the construction site to ensure maintenance of the construction equipment and noise suppression devices.</p> <p>It shall be ensured that construction personnel working near noise generating activities use ear plugs and earmuffs.</p> <p>Diesel generator sets during construction phase shall have acoustic enclosures and shall conform to Environment (Protection) Rules, 1986 prescribed for air and noise emission standards.</p> |            |
| 4.2 | Pile and foundation construction, road construction, operation of machinery like compressors, compactors, concrete plant, cranes etc. as well as transportation of vehicles. | Impact on workers in high noise level areas. | <p>Noise protection equipments such as noise shields for high noise producing equipments shall be arranged.</p> <p>PPEs like ear muffs/plugs to workers shall be provided during construction activities.</p> <p>Efforts shall be made to restrict use noise levels to standards during construction hours.</p>   | Contractor |
| 4.3 | Vibrations are caused due to heavy dumpers, and construction machineries   | Impact on workers.                           | Vibration dampening tools shall be used and workers deployed to such works shall be for limited hours.  | Contractor |

#### 5- Land environment

| Sl.No | Aspect  | Impact                                   | Proposed Mitigation measures  | Responsibility |
|-------|---|--|---|----------------|
| 5.1   | Construction of approach roads  | Impact on land environment- soil erosion | <p>Prior to construction activities, the top soil up to 30 cm depth shall be excavated and stored separately.</p> <p>Top soil shall be utilized for landscaping activities.</p>   | Contractor     |
| 5.2   | Dumping of construction spoils (plastics, glass, fiber insulation, roofing, steel piping) | Impact on land environment               | <p>The construction and demolition waste shall be stored separately within the project site.</p> <p>The C &amp; D wastes shall be reused within the site for filling and levelling purposes as instructed by Site Engineer. The details of the C&amp; D waste generated and, stocked utilized shall be maintained and submitted to the authority.</p> <p>The waste generated from the construction sites and labour camps shall be segregated</p> | Contractor     |

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|  |  |  | <p>into biodegradable, recyclables, hazardous, biomedical wastes and stored separately within the project site. The details of the wastes generated and disposed for each type of wastes shall be maintained and submitted to the authority.</p> <p>The segregated wastes shall be handed over to the authorized recyclers and certificate of handing over/disposal shall be maintained.</p> <p>The asbestos waste from demolition debris, if any, shall be separated and shall be to authorized dealers of Hazardous Wastes.</p> <p>Earth material generated from excavation shall be stored separately and use it as filling material during site development. The construction debris and surplus excavated material shall be disposed off by mechanical transport in suitable pre-identified stocking areas to prevent land degradation and water logging due to indiscriminate dumping in unauthorized areas.</p> |  |
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#### 6- Water quality Management

| Sl.No | Aspect   | Impact   | Proposed Mitigation measures   | Responsibility |
|-------|--|--|--|----------------|
| 6.1   | Site excavations   | Land/ water body contamination                         | <p>It shall be ensured that excavated material obtained prior construction and during construction be stored separately.</p> <p>It shall be ensured that the excavated material obtained during construction period is not polluted prior to its reuse for any filling purposes/greenery development. All such contaminated soils shall be disposed as per the instructions of the Authority.</p>  | Contractor     |
| 6.2   | Accidental spills of paints, oils, grease or other materials | Impacts on surface water quality and land environment. | <p>It shall be ensured to prevent soil and surface and ground water contamination by spillage of oil/ grease, leakages by usage of oil traps, non-permeable floors/mats, leak proof containers for storage and transportation.</p> <p>Segregation of waste oils and lubricants generated during maintenance of construction equipment and disposing them to authorized agencies shall be ensured.</p> <p>Construction workers will be given awareness about the impacts due to spillage of hazardous/toxic materials and proper training shall be imparted for proper handling, storage, and disposal of hazardous or toxic materials.</p> | Contractor     |
| 6.3   | Sewage generation  | Soil and water contamination                           | Sanitary toilet facilities to be provided in the labour camps and construction sites.  | Contractor     |

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|-----|---|---------------------------------|---|------------|
|     |   |                                 | <p>The toilets provided may be bio- toilets or the sewage shall be treated on site by providing biodigesters, packaged STPs, septic tanks.</p> <p>Sludge shall be cleared off using septic cleaners and handed over to the near by FSTP or STPs. the certificates from the relevant authority at FSTP /STP shall be collected and maintained.</p> <p>The treated waste water shall be reused for greenery within labour camps or supplied to landscaping contractor for maintaining existing greenery in the city.</p>  |            |
| 6.4 | Water Usage   | Surface and Ground Water        | <p>Water usage during construction shall be optimized to avoid any wastage.</p> <p>NoC shall be obtained for usage of ground water and subject to the conditions of the Environment clearance.</p>  | Contractor |
| 6.5 | Alteration of drainage characteristics (including dewatering) and modification of the storm water flow and recharge regime. | Surface and Ground water regime | <p>Any modification of drainage shall be done with prior approval of the Authority and proper drainage arrangements shall be done to ensure that runoffs leading to the drain and discharges from upstream do not inundate the site or cause flooding in upstream.</p> <p>If required as per design, Provide a temporary or alternative pathway for storm water drainage during the construction phase considering drain capacity, flow characteristics during peak flow.</p> <p>Prevent the closure/disturbance in the natural run-off pathways.</p> <p>It shall be ensured to reduce the requirement of dewatering and excavate below the water table through careful design of the final land elevations.</p> <p>Plan for disposal of ground waters must be submitted if dewatering is required.</p> <p>Monitoring of Groundwater quality shall be done.</p> | Contractor |

#### 7- Use of Natural resources

| Sl.No | Aspect            | Impact            | Proposed Mitigation measures  | Responsibility |
|-------|-------------------|-------------------|---|----------------|
| 7.1   | Natural resources | Impact on ecology | <p>Avoid the wastage of natural resources such as water, fuel etc.</p> <p>Building construction should be planned in an environment friendly manner to promote conservation of natural resources.</p> | Contractor     |

#### 8- Hazardous Substances

| Sl.No | Aspect  | Impact                              | Proposed Mitigation measures  | Responsibility |
|-------|---|-------------------------------------|---|----------------|
| 8.1   | Use of Solvent/Painting/ all types of batteries                                 | Health hazard                       | <p>Appropriate PPE shall be provided to workers engaged for Painting and varnishing activity.</p> <p>Hazardous material should be collected and stored separately. The materials shall be handed over to authorized handlers for dispose in secured landfill.</p>   | Contractor     |
| 8.2   | Minor accidental releases and spills of hazardous materials during construction | Soil and ground water contamination | <p>Develop a comprehensive Spill Prevention and Containment Plan to ensure safe onsite storage of hazardous materials, handling and containment of accidental spills and releases.</p> <p>The plan shall also address the transfer and disposal of spilled materials as hazardous waste and mitigating measures documented to contain any spills. Further, the contractor shall continually monitor and re-evaluate the effectiveness of the plan.</p> <p>Implement standard procedures of CPCB for the transportation, vehicles to be used, to minimize as much as possible potential release/spills related to the bad condition of the materials (valves, pumps in the trucks, etc).</p> <p>Pre-casting of concrete structure shall be done on paved areas, with enough extent and gradient to prevent spillage of concrete or cement onto bare soil.</p> <p>It shall be ensured to keep the amounts of stored hazardous materials to a minimum and always within controlled areas.</p> <p>During construction, designate an offsite fuel distribution facility (for construction and transportation vehicles and equipment) and ensure that facility is equipped with spill containment and prevention measures including integrity tested double wall storage tanks, distribution lines and equipment.</p> <p>If due to project requirements, the re-fueling of construction vehicles and equipment needs to take place on the site, a fuel storage and distribution facility with appropriate spill containment and prevention measures should be built as part of the facilities.</p> <p>Develop and initiate a groundwater monitoring programme to monitor groundwater quality<br/>Applicable permissions from the PESO shall be obtained for such fuel storage</p> | Contractor     |

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|     |  |                                     | facilities.  |            |
| 8.3 | Minor accidental releases and spill during occasional maintenance of construction equipment and vehicles | Soil and ground water contamination | <p>The site will have a designated site for the maintenance of vehicles and construction equipment. The maintenance area will have a comprehensive spill prevention and containment plan to ensure the safe handling and containment of accidental spills and releases, onsite storage of hazardous materials and the transfer and disposal of spilled materials.</p> <p>It shall be ensured to continually monitor and re-evaluate the effectiveness of the plan.</p> <p>Keep onsite vehicle and equipment maintenance activities to a minimum or within the appropriate designated maintenance areas.</p> <p>Only emergency repairs (such as those needed to stop a spill of hazardous material) should be conducted outside the maintenance area.</p> <p>Washing of concrete mixers and trucks should only take place on paved or lined areas with appropriate wastewater collection measures. It is recommended that the wastewater generated during washing of concrete mixers and trucks be given sufficient time to allow for the settlement of solids, prior to its treatment and/or disposal. Treatment of the remaining wastewater should take into consideration its pH and dissolved solids load and shall be disposed off as per the instructions of the Authority.</p> | Contractor |

### 9- Ecology and Biodiversity

| Sl.No | Aspect   | Impact            | Proposed Mitigation measures  | Responsibility |
|-------|--|-------------------|---|----------------|
| 9.1   | Removal of vegetation and potential foraging sites for nocturnal animals | Impact on ecology | <p>Land based works should have to be assessed in relation to the following issues:<br/>The impact on vegetation within the footprint of the operational site.</p> <p>The impact on vegetation at locations which are to be used as temporary compounds or storage areas.</p> <p>The effects of construction on other aspects of terrestrial ecology.</p> <p>The removal of existing vegetation should be minimized.</p> <p>The project site and labour camp shall be planted with local species to serve ecological needs.</p> | Contractor     |
| 9.2   | Effects of dust & noise from earth moving, vehicle                       | Impact on ecology | Only vehicles as per the BS norms under each category shall be permitted for construction activities.   | Contractor     |

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|  | movements, etc. on vegetation and fauna onsite or adjacent to the site |  | Further, Vehicles with valid PIUC shall only be used.<br><br>Other measures like to ensure transportation of materials through paved roads and minimizing off road driving shall be implemented. |  |
|--|--|--|--|--|

#### 10- Hazard

| Sl.No | Aspect                     | Impact              | Proposed Mitigation measures   | Responsibility |
|-------|----------------------------|---------------------|--|----------------|
| 10.1  | Seismicity                 | Impact of structure | Project falls under the seismic zone-III. Seismic factor shall be considered in design of all structures.  | Contractor     |
| 10.2  | Fire and explosion hazards | Impact on Structure | Preparation and implementation of an Emergency Management Plan and a Communication Plan. Plan shall include both onsite and off site emergencies.<br><br>Plan shall be prepared in consultation with local authorities and potentially affected communities. | Contractor     |

#### 11-Social

| Sl.No | Aspect   | Impact                      | Proposed Mitigation measures  | Responsibility |
|-------|--|-----------------------------|---|----------------|
| 11.1  | Reduction in number of Immigrant workers post peak.  | Decreased income.           | Arrange workshop with the community to inform them about project activities and potential employment opportunities.<br>An appropriate decommissioning plan should be developed and implemented.<br>Conducting focus groups or workshops with local workers and community to gauge feedback from workers and the community on expectations towards employment opportunities and project duration.  | Contractor     |
| 11.2  | Immigrant workers separated from their families  | Impact of immigrant workers | The workers shall be allowed to exercise their rights related to working hours and weekly offs, public holidays, festivals as per the labour norms to enable the workers to have free time.   | Contractor     |
| 11.3  | Incidence of disease transmission between the workers and the population of the local communities. | Social health               | Employee counselling, health screening, health and cultural training and vaccination programmes shall be taken up for the workers.<br><br>Pre-employment inoculation for locally prevailing contagious diseases shall be done for workers in consultation with local health department.<br><br>Develop health policy and procedures, awareness and prevention programmes, integrated programme addressing the health and social implications;<br><br>Management of workers accommodation in ways that reduce risky behaviors, including provision of recreational facilities may be considered. | Contractor     |

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|      |  |                                      | <p>A health survey campaign to collect data on the most common communicable diseases in the area is recommended.</p> <p>Tracking and monitoring of incidence rates throughout project implementation would provide valuable information for the design of health programs.</p> <p>The requirement to monitor and screen for communicable diseases is incorporated into the contractor's contract and the ESMP to be submitted by the contractor. The PIU/operator should enforce and audit against the contract.</p> <p>Commitment to health education and support of local programmes to control the spread of communicable diseases is recommended.</p> |            |
| 11.4 | Potential increase in road traffic accidents | Social health Impact                 | <p>Management and vehicle standards should be specified and safety measures should be implemented.</p> <p>A road transport safety programme should be developed and implemented over the lifetime of the project.</p> <p>Supporting regional road safety programmes and providing input into management of the road network can further reduce the impact of the development.</p> <p>Coordinate with the local authorities to promote traffic safety and coordination on transport is recommended. This coordination should be included in the stakeholder consultation program.</p>  | Contractor |
| 11.5 | Arrangements at work site                    | Grievance redressal                  | The contractor should ensure that a grievance cell is arranged within the project site for addressing all general grievances from both internal and external stakeholders.  | Contractor |
|      |  | Communication with local communities | The contractor shall intimate in prior, to the nearby communities, about the project plans, schedule and associated activities, about established GRM for general and gender issues.  | Contractor |

## 12. Gender Sensitive approach

| Sl.No | Aspect                    | Impact   | Proposed Mitigation measures  | Responsibility |
|-------|---------------------------|--|---|----------------|
| 12.1  | Arrangements at work site | Employment to local women, Minimum wages, accommodation and arrangements | <ul style="list-style-type: none"> <li>The contractor may encourage employment opportunities to the qualified local women in possible areas of the contractual works taken up in capital city.</li> <li>The contractor must assure minimum wages for women as per the existing legal framework</li> <li>The contractor must take all measures applicable as per labour laws to prevent and mitigate any gender-based violence.</li> <li>Separate and secured accommodation</li> </ul> | Contractor     |



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|  |  |                          | <p>should be provided to families within labour camps.</p> <ul style="list-style-type: none"> <li>• Women must be given separate dedicated facilities like toilets, bathrooms, and wash areas at the construction site and residential zone.</li> <li>• The construction site should have a crèche as per applicable laws. The crèche should have screens for breastfeeding mothers. Only trained female supervisors should be deployed in crèche.</li> <li>• Government-run Anganwadi centres (day-care centres) are available across the planned Amaravati city area with more being built. Pregnant women will be nurtured and children under the age of 4 will be taken care of during the day while the mothers are at work. The contractor must facilitate all affected parties on-site to avail of this facility.</li> <li>• All the areas in the labour camps and construction sites should be provided with proper lighting with power backup.</li> </ul>  |            |
|  |  | Health camps             | <ul style="list-style-type: none"> <li>• A female nurse should be available in the first aid area.</li> <li>• In the absence of a female nurse, first aid for a woman should only be done in presence of other male or female person acquainted to injured person.</li> <li>• A female doctor should be arranged in the labour camp as part of regular health check-ups for women workers</li> </ul>  | Contractor |
|  |  | Security                 | <ul style="list-style-type: none"> <li>• Security persons should be arranged at labour camps and construction sites to ensure women safety.</li> </ul>  | Contractor |
|  |  | Awareness and grievances | <ul style="list-style-type: none"> <li>• The contractor should regularly impart awareness to all workers on gender concerns and rights like equal pay for similar work, payment of wages, working hours, holidays, nutrition, safety, health issues, sexual harassment at workplace, and the grievance cell.</li> <li>• The contractor should conduct awareness programs on various provisions of the sexual harassment at workplace act.</li> <li>• Enforce BOCW Act (Building and other construction workers act) strictly to create a safe and secure environment for women workers.</li> <li>• A grievance cell should be arranged within the project site. Suitable arrangements like grievance drop box, separate register for gender issues, phone numbers of the CRDA officials, local police, local sub-center should be made available within the project site.</li> <li>• A grievance day should be arranged for workers at each project once in two weeks. The grievance day should be</li> </ul> | Contractor |

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|  |  |         | conducted by a team with at-least two officials and contractor side personnel. One female person should be part of the team.   |            |
|  |  | Signage | <ul style="list-style-type: none"> <li>• Necessary signage in pictures and lettering in local language and Hindi should be provided at all amenities in labour camps and construction sites.</li> <li>• Signage should include information related to sexual harassment and maximum punishments as per the sections of the Indian penal act. Such signage should be displayed in labour camps and construction sites.</li> </ul> | Contractor |

### C. INDICATIVE LIST OF ITEMS UNDER ESMP

- The following are the indicative activities (but not limited) that need to be complied by the contractor during the contract duration. On award of work, the contractor shall work out a C-ESMP in line with labour laws and other regulatory guidelines along with the quantities of each of these indicated activities (which should be sufficient for effective implementation of the C-ESMP and other E&S clauses mentioned in the bid document) and submit for approval of PMC/Employer. The modalities of monitoring these activities is to be jointly finalised by Employer/contractor.
- During periodical inspection, in case of necessity, on direction of Employer, the contractor shall provide additional quantities and activities.
- The payment for all these activities shall be made out of provisional sum. The payments are subjected to scrutiny and approval of all the activities done at site.
- The total payment for these activities/additional/new for the entire project duration shall be within ceiling amount of 1%.
- The contractor shall also, for the performance of its E&S obligations hereunder during the Construction Period, furnish the Performance Security for an amount equal to 0.1 per cent of the bid amount/contract value in the shape of unconditional and irrevocable Bank Guarantee/ Insurance Surety Bond valid until 60 days after the completion of work. This E&S Performance Security shall be over and above the Performance Security mentioned above.

| SI No  | Component  | Description of the item  |
|--|--|--|
| 1  | Permissions-<br>Clearances/Consents/NoC/<br>Authorisation/license etc                    | The contractor shall ensure that permissions from the regulatory bodies are obtained for Hot mix plant, RMC plant, Crusher, Quarries, Borrow areas, Tree cutting, Water for construction purposes, hazardous wastes, Biomedical wastes etc |
|  |  | Licences, insurance for the labour (local and migrant), Registration for specific work under labour laws   |
| 2  | Labour camps as per the applicable National/State laws and quantity as per the personnel | Temporary shelter for workers considering the local climate- Bachelor accomodation with secured room with adequate space, ventilation, lights, fans , Bedding  |
|  |  | Temporary shelter for workers considering the local climate - family accomodation with secured room with adequate space, ventilation, lights, fans, Bedding  |
|  |  | Provide meals at a reasonable cost or free of charge to its Contractor's Personnel per shift in a Dining area and ensure minimum nutritional requirements  |
|  |  | Secured and Sanitary toilets/ Bio toilets with lights - for Men 1 pan for 25 persons   |
|  |  | Secured and Sanitary toilets/ Bio toilets with lights - for Women 1 pan for 25 persons   |
|  |  | Secured bathroom for Men with Water supply and lights  |
|  |  | Secured bathroom rooms for Women with Water supply and lights  |
|  |  | Common Washareas   |
|  |  | Separate Washareas for women in labour camps   |
| Common Kitchen with ventilation, lights, storage racks for raw materials |  |  |

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|  | Supply of Environment friendly fuels for Kitchen  |
|  | Common Dining Area with ventilation, fans and lights  |
|  | Appropriate water storage units for supply of water for domestic usage to the camp  |
|  | Appropriate water storage units for supply of potable water for domestic usage to the camp  |
|  | Creche for children   |
|  | Sanitation and Housekeeping activities within the camp includes periodic cleaning of over head tanks, toilets, sweeping, Disinfection   |
|  | Dustbins of appropriate capacities for wet (Blue) and dry (Green) wastes and disposal at designated locations   |
|  | Pest control measures   |
|  | Onsite sewage treatment facilities/ Mobile STP  |
|  | Sludge/septage removal and disposal at the designated locations   |
|  | Powerback up - Gas based Gensets with accoustic enclosure with stacks as per CPCB air and noise emission standards.   |
|  | Water treatment unit for supplying potable water considering the raw water source   |
|  | Water Supply line for potable water to kitchen and to water disposal points near rooms  |
|  | Fencing around the labour camp to secure the workers and to prevent entry of stray animals  |
|  | Security personnel  |
|  | Signages in the labour camps on the safety, code of conduct, sanitation, SEA/SH   |
|  | Camp level area lighting  |
|  | Store space for the workers to buy daily needs  |
|  | First Aid kits within labour camps  |
|  | Proper ventilated Health check rooms with chairs, tables, atleast two beds, screens   |
|  | Fire control equipment  |
|  | Ambulance shall be available in the project site  |
|  | Arrange visiting doctor for periodic consultations and tieup with nearest superspeciality hospital for emergency treatments   |
|  | Arrange female nurse in the First aid room  |
|  | Medical Check Up - The Contractor shall organise medical check-ups carried out by a doctor for all Contractor's Personnel prior to the initial mobilisation to the Project Area for diagnosis of any disease conditions, fitness level and later on quarterly basis to check general health condition fitness for the work. |

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|   |  | Common room for trainings/general meetings/Grievance redressal meetings with chairs, tables, lights and fans  |
|   |  | Open drains within the camp site for storm water drainage   |
|   |  | Transportation of workers between labour camps and work sites   |
| 3 | <b>Supply of work specific PPE to the workers and personnel on site as per the National standards</b>              | Safety Jackets with reflective coating and water proofing   |
|   |  | Supply of work specific Safety helmets considering work place hazards related to electrical, falling objects  |
|   |  | Supply of work specific Safety shoes considering work place hazards related to sharp objects on floor/ground, electrical, slippage, thermal conditions in the work areas          |
|   |  | Supply of work specific Safety gloves considering work place hazards related to sharp objects, handling wet materials, chemicals, mechanical tools, electrical, slippage, thermal |
|   |  | Supply of Safety ear plugs to all workers in a radius of 100' distance from noise sources   |
|   |  | Supply of Safety Masks of Minimum FFP 2 type or equivalent in all areas of potential sources of Dust, fumes from welding, emissions from vehicles                                 |
|   |  | Supply safety belt for the person working at heights  |
|   |  | Suitable safety apparatus for personnel working in confined spaces  |
|   |  | Safety Eye protective wear  |
| 4 | <b>Traffic management in consideration to the applicable guidelines, IRC, APCRDA instructions and local police</b> | All the vehicles deployed shall meet emission norms as per applicable rules.  |
|   |  | All the vehicles deployed shall have valid PUC certificate  |
|   |  | The loaded vehicles with material shall be covered with Tarpaulins  |
|   |  | Tyre wash facility shall be provided in construction site   |
|   |  | Speed limit boards shall be displayed along the haulage routes within 2km from the site   |
|   |  | Speed limiting barriers and speed bumps shall be arranged along the haulage routes within 2km from the site including in the nearest settlements                                  |
|   |  | Deployment of flag men in the nearest settlement and on the approach road to the site for management of traffic during peak hours   |
|   |  | Display no honking sign boards near to the sensitive receptors in the nearest settlement  |
|   |  | Display warning sign boards to alert public on construction zone, unauthorised entry, heavy vehicular movement  |

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|   |  | Arrange informative display boards with project information and directions to site along the haulage routes   |
| 5 | <b>Environmental Monitoring as per the CPCB guidelines and IS standards by the NABL accredited lab</b> | Surface water quality analysis for the parameters mentioned in IS 2296 on quarterly basis in the nearest water bodies   |
|   |  | Ground Water quality analysis for the IS 10500 parameters on Quarterly basis in project site, labour camps and nearest habitation   |
|   |  | Potable water quality analysis for IS 10500 parameters on monthly basis   |
|   |  | Noise levels during day peak work hours on monthly basis<br>1. The Construction site 2. Within 500 m on haulage road to construction site 3. In nearest settlements during peak hours 4. labour camps 5. Near to Hotmix plant/RMC plant/ DG sets  |
|   |  | Noise levels during Night work hours on monthly basis<br>1. The Construction site 2. Within 500 m on haulage road to construction site 3. In nearest settlements during peak hours 4. labour camps 5. Near to Hotmix plant/RMC plant/ DG sets   |
|   |  | Soil Quality analysis as per the ICAR recommended parameters on Quarterly basis in the construction site, site surroundings, labour camp surroundings   |
|   |  | Regular internal monitoring of minimum Lighting Lux levels in work areas and maintenance of records   |
|   |  | Ambient Air Quality Monitoring on monthly basis for the parameters So <sub>2</sub> , No <sub>2</sub> , PM <sub>10</sub> , PM <sub>2.5</sub> , O <sub>3</sub> , CO, VoC<br>1. The Construction site 2. Within 500 m on haulage road to construction site 3. Downwind side in nearest settlements during peak hours 4. labour camps |
|   |  | Additional parameters under Air, Water, Soil in case of any polluting events noticed  |
| 6 | <b>Occupational, Health and Safety as per the applicable labour laws/GIIP</b>                          | Arrange the Hard MS/GI Sheet barricading upto 7 m height around the construction site to reduce the fugitive emissions to the surrounding area  |
|   |  | Arrange adequate area lighting in the construction site, haulage routes, surrounding the construction site during night/low light conditions  |
|   |  | Arrange adequate lighting inside the under construction building to enable both day and night working conditions  |
|   |  | Supplying and fixing of cautionary and informative signs boards on Safety of the workers in all work areas  |
|   |  | Provide work specific arrangements for personnel to prevent trip, slip and falls hazards  |

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|   |  | <p>Arrange fall protection arrangements for the scaffolding, along the stairs, floor edge</p> <p>Walking Surfaces or boards at height should be of sound construction and to be provided with safety rails and safety belts</p> <p>Arrangement for head protection around the building from falling objects and with necessary signages</p> <p>Arrangement of Vibration Control Damping tools shall be used</p> <p>Arrangement of Adequate safety barricades near heavy machinery considering the radial movement</p> <p>Arrangement of Adequate safety barricades with retro reflective stickering near excavated areas</p> <p>Arrangement of Personnel near heavy machinery to control and guide movement with appropriate tools like flags/hand held batons appropriate to day/night conditions</p> <p>Arrangement of warning signage boards -with emergency contacts, site E &amp; S officer contact, Grievance officer contact</p> <p>Arrangement of Fire fighting equipment shall be arranged in the construction site and near to the fuel storage and handling area</p> <p>Arrangement of Measures to prevent water stagnation and mosquito breeding</p> <p>Arrangement of basic amenities in the construction site - secured and sanitary toilets for men and women, drinking water, rest areas, food, first aid etc.</p> <p>Arrangement of Pest control measures in the construction site</p> |
| 7 | <b>Signage and display boards as per the E &amp; S requirements</b>  | <p>Make arrangement to Display Grievance Redressal Boards with project information along the Projects</p> <p>Arrangement of warning signage boards -with emergency contacts, site E &amp; S officer contact, Grievance officer contact, list of trained first aiders with contacts</p> <p>Display informative board on GBV, SEA/SH and punishment under the law</p>   |
| 8 | <b>Waste Management as per the CPHEEO/CPCB guidelines and GIIP (Good International Industry Practices)</b> | <p>Arrangement of dust bins within the construction sites for collection of wet and dry wastes</p> <p>Onsite arrangement of space with shelter, spill control kits, impermeable floor and drain, collection pits for collecting, segregation and temporary storage of wastes into the streams -e waste, batteries, used oils, contaminated soils/materials, plastics, empty cement bags, used chemical cans, electrical wastes, steel cutting, plumbing wastes, glass, Tyres or any other hazardous wastes etc</p> <p>Space for temporary storage of bulk wastes like C &amp; D wastes and other wastes</p>   |

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|    |  | Transportation of C & D wastes to the designated location  |
|    |  | Transportation of Top soil upto 30cm depth to the designated location  |
|    |  | Transportation of excavated soils other than topsoil to the designated location  |
|    |  | Transportation of other recyclable wastes to the designated collection location  |
|    |  | Arrangement with Authorised dealer/facility to hand over the biomedical wastes   |
|    |  | Hazardous waste (Used oil etc) handing over to the APPCB authorised recyclers/ TSDf by providing disposal certificates   |
|    |  | The sludge and septage shall be cleared through a authorised operator in the region and shall be ensured for disposal in nearest STP/FSTP or authroised dealer/facility  |
| 9  | <b>Insurance</b>   | The contractor shall take Public liability insurance if any material under the PLI act is handled.   |
| 10 | <b>Mitigation Measures as per the relevant applicable standards and guidelines</b> | Arrangement of truck/s mounted with water fogging guns to control dust in the construction site, labour camp, along haulage routes and in nearest settlement and water sprinkling along roads wherever applicable. |
|    |  | Arrange Oil, Grease & Sludge Separator in all applicable areas such as vehicle bay, vehicle Garrage, fuel storage areas, fuel handling areas   |
|    |  | Silt Fencing along the drains or at the sedimenatation ponds in construction site to Protect water bodies  |
|    |  | Minimum onsite treatment systems for the effluents from the batching plant as per the consent conditions of PCB/GIIP   |
|    |  | Arrangement of Noise Barriers near all potential noise sources and as per the site conditions  |
|    |  | Arrangement of site specific measures to protect adjacent properties from dust and air pollution   |
|    |  | Arrangement of appropriate site specific measures to indicate and prevent any flooding conditions  |
|    |  | For power back up in all practicable cases arrange solar panel based supplies during emergencies in the construction site with stacks  |
|    |  | For power back up in all practicable cases arrange gas based gensets as a power back during emergencies in the construction site with stacks   |
|    |  | DG sets for powerback (to be used only) if gas based and solar based arrangements are not feasible and DG sets to have stacks to limit ground level concentrations   |
|    |  | Existing trees to be translocated  |



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|    |  | Topsoil excavated during construction activities shall be used for horticulture/landscape development within the project site.  |
|    |  | The contractor shall arrange adequate drains to ensure drainage of storm water during monsoons  |
| 11 | <b>Capacity building Trainings/Workshops/Awareness Programs</b>                  | Training sessions for his personnel in two-folds: introductory sessions for starting work at the Project Area, and technical training as required in relation to the execution of the works   |
|    |  | Training for the workers on Contractor Environment, Health & Safety Management plan, Code of conduct, GBV/SEA/SH, Occupational safety   |
|    |  | Awareness on HIV/AIDS, Pandemics such as COVID-19 & Medical Camps   |
|    |  | Fire fighting, Mock Drills  |
|    |  | First Aid Training, CPR Testing   |
| 12 | <b>Rehabilitation &amp; Reinstatement of Sites at the Closure of the Project</b> | Site rehabilitation - Rehabilitate all Project Areas and landscapes disturbed by the works, to their original condition where possible upon completion of construction and prior to the provisional acceptance of the works. Close collaboration with all statutory stakeholders will be conducted in cooperation with the Employer during the reinstatement. This will include all temporarily acquired sites including borrow areas, quarry areas, camp site, storage areas, diversions, etc. |
| 13 | <b>Social Aspects</b>  | Formation and functioning of Internal compliants committee for gender related issues as per the POSH act  |
|    |  | Provide temporary safe access to individual properties/ settlements /activity areas in case of disturbance to regular routes.   |
|    |  | Formation and functioning of grievance redressal cell   |
|    |  | Consultations with stakeholders as and when required to prevent social conflicts due to labour influx   |

Note: The above list is not exhaustive. The environment and social setup specific to project and the ESMP in Bid Document, E & S policy shall be considered in the C - ESMP.

## Contractor's Representative and Key Personnel

These are minimum requirements; contractor shall deploy personnel as required by the Project to ensure completion of the work in accordance with the contract.

The Key Personnel must be on full time basis for the work on hand and shall not be engaged for other works also. Among those at least 20% must have Quality Control Experience.

### Key Personnel:

| S. No | Personnel Position and required Qualification cum Experience                     | No.            |
|-------|--|----------------|
| 1.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |
| 2.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |
| 3.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |
| 4.    | [ADD PROJECT SPECIFIC POSITIONS AND THEIR REQUIRED QUALIFICATION CUM EXPERIENCE] | [INSERT COUNT] |

Note: The bidder shall submit the proof of availability of adequate design and execution Engineers to carry out the given scope of works. The Bidder shall also submit the proposed organization chart along with Staff deployment schedule along with the tender.

# **Design Basis Report**

**(Annexure enclosed)**

# **Drawings**

**(Annexure enclosed)**

## Supplementary Information

|           |   |
|-----------|---|
| <b>1.</b> | <p><b>Coordination and Site Cooperation</b></p> <ul style="list-style-type: none"> <li>- The Contractor shall conduct their work in a manner that does not interfere with or hinder the progress of work being performed by other Contractors. The Contractor shall arrange their work and workspace to avoid interference with the operations of other Contractors, ensuring a coordinated and acceptable approach.</li> <li>- The Contractor shall cooperate with and provide necessary facilities to associated contractors and other agencies working on the site to facilitate the smooth execution of the work. This includes: <ul style="list-style-type: none"> <li>o Allowing the use of existing scaffolding, toilets, sheds, and other facilities.</li> <li>o Coordinating their work with other Contractors to avoid conflicts and ensure efficient project execution.</li> <li>o Providing control lines and benchmarks to associated Contractors.</li> <li>o Providing electricity and water at mutually agreed rates.</li> <li>o Providing hoist and crane facilities for lifting materials at mutually agreed rates.</li> <li>o Coordinating with other Contractors for leaving inserts, making chases, and aligning services on-site.</li> <li>o Adjusting work schedules and site activities in consultation with the PMC and Engineer-in-Charge and other Contractors to ensure overall schedule completion.</li> <li>o Resolving disputes with other Contractors amicably. The Engineer-in-Charge shall not be involved as an intermediary or arbitrator. The Contractor shall indemnify the Department against any claims arising from such disputes.</li> </ul> </li> <li>- The contractor may also refer to the IFC EHS and EBRD workers accommodation guidelines and implement the same.</li> </ul> |
| <b>2.</b> | <p><b>Contractor's design obligations:</b></p> <ul style="list-style-type: none"> <li>- The Contractor shall evolve economical and cost effective design for the balance works/ certain pockets as per the indicative drawings supplied to them duly following relevant IRC/ MoST/ CPHEEO/ BIS/ ISO/ NEC (National Electric Code)/ IE rules/ CEI (Chief Electrical Inspectorate) to GoAP/ EEC/ MID-EC/ IEC/ NBC/ NIDM Guidelines/ ECBC norms including all the state of the art Green features applicable for Infrastructure projects and in conformity with best National &amp; International practices. They must carry out designing and analysis in the latest versions of design software.</li> <li>- The Contractor shall get the designs proof checked as per necessity or as suggested by the Employer by Indian Institute of Technology Chennai</li> </ul>   |

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|                  | <p>/Hyderabad/Mumbai/Delhi Or another accredited consultant, agreed by the Employer (the “Proof Consultant”). The Proof Consultant shall proof check the detailed calculations, drawings and designs, which have been submitted by the successful Bidder. The Contractor shall agree to incorporate any value engineering suggestions made by the PMC/Department. On completion of work, the Contractor shall submit 6 sets of as built drawings in hard copies and soft copies. The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings. The bidder shall use state of the art software and submit the drawings and designs in the required formats.</p> <ul style="list-style-type: none"> <li>- 3D modelling &amp; NAVIS/ other equivalent platform work for Clash Analysis shall be done using a standard software by the contractor considering the sequence of the utility crossings like storm water, water supply, sewer, power &amp; ICT ducts etc.</li> <li>- After approval of the designs, 3D modelling &amp; NAVIS/ other equivalent platform work for Clash Analysis using a standard software by the contractor considering the sequence of the utility crossings like storm water, water supply, sewer, power &amp; ICT ducts etc, by the competent authority. The successful bidder based on the approved design followed with 3D modelling and clash analysis shall submit Good for construction (GFC) drawings for approval by the competent authority based on which the execution shall be done.</li> </ul>  |
| <p><b>3.</b></p> | <p><b>Diversion of streams / Vagus / Drains:</b></p> <ul style="list-style-type: none"> <li>- The contractor shall at all-time 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 their cost where necessary. No payment shall be made for this work.</li> <li>- 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 borrow pits are also to be de-watered by the contractor himself at their expense, if that should be found necessary.</li> <li>- 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.</li> <li>- 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.</li> </ul> <p><b>Power Supply.</b></p> <ul style="list-style-type: none"> <li>- The contractor shall make their own arrangements for obtaining power from the Electricity dept., at their own cost. The contractor shall pay the bills of Electricity Department for the cost of power consumed by them.</li> <li>- 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 Rules, 1956</li> </ul> |

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|    | <p>as amended from time to time and other pertinent rules.</p> <ul style="list-style-type: none"> <li>- The power shall be used for bonafide departmental work only.</li> </ul> <p><b>Ramps:</b></p> <ul style="list-style-type: none"> <li>- 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.</li> </ul>  |
| 4. | <p>A site order book shall be maintained on the site and it shall be the property of the Employer and the Contractor shall promptly sign orders given therein by the Engineer or their authorized representative and comply with them. The compliance shall be reported by Contractor to the Engineer in good time so that it can be checked. The blank site order book with machine numbered pages in quadruplicate with perforated sheet for three copies to be detached will be provided by the Engineer for this purpose. Whenever any instructions are written in the site order book, the Contractor will be supplied the first carbon copy.</p>   |
| 5. | <p><b>Precautionary measures:</b></p> <ul style="list-style-type: none"> <li>- Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at their own cost. The contractor shall take all precautions to prevent their workmen and employees from removing and damaging any Flora (plant/vegetation) from the campus/site.</li> <li>- The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. The Contractor shall be responsible for all damages and accidents caused to work due to negligence on their part. In case of any accident of the laborers/ contractual staff, the entire responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.</li> <li>- The contractor, their authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.</li> </ul> <p>The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the Employers, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall use such methodology and equipment's for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience public in general, etc. The Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused. No claim whatsoever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor</p> |
| 6. | <p><b>Safety measures:</b></p> <ul style="list-style-type: none"> <li>- The issue of construction safety &amp; standards has gained utmost importance in recent times. This subject is to be dealt with in an integrated manner with an approach to developing and establishing a safety culture at work sites. Broadly, its components are: <ul style="list-style-type: none"> <li>o Creating awareness.</li> </ul> </li> </ul>   |

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|    | <ul style="list-style-type: none"> <li>○ Education.</li> <li>○ Training.</li> <li>○ Implementation.</li> <li>○ Enforcement measures</li> </ul> <ul style="list-style-type: none"> <li>- All workers of contractor and associate agencies, invariably and at all the times, must follow all safety norms, adopt safe construction practices and use all required safety gadgets in their working throughout the project duration.</li> <li>- The contractor shall issue Photo Identity Cards with unique numbers containing salient information of workers for the labour &amp; their staff.</li> </ul> <p>The Contractor shall monitor and achieve the objectives of construction safety continuously, progressively and through affirmative action, and shall oversee implementation of safety program over the entire construction period.</p>  |
| 7. | <p><b>Warning / Caution Boards:</b> All temporary warning / caution boards / glow signage display such as “Construction Work in Progress”, “Keep Away”, “No Parking”, Diversions &amp; protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on their part. Also the Contractor shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled &amp; taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.</p>  |
| 8. | <p><b>Sign Boards</b></p> <ul style="list-style-type: none"> <li>- The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, PM / Employer, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.</li> <li>- A display board shall be kept at site which would list the names of workers, teams and agencies following safety program in the best manner. This would be updated weekly.</li> <li>- Necessary protective and safety equipment’s shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at their own cost and used at site.</li> </ul> <p>No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.</p> |
| 9. | <p><b>Quality control Lab:</b><br/>Establishment of Quality Control Laboratory: The contractor shall establish a quality control laboratory, at the site of work, equipped with calibrated equipment (as per list given below) to perform field tests, batch wise, for various materials, then and there</p>  |



itself, as per quality plan and standards. The Contractor shall provide necessary Office accommodation to the staff of Employer/Employer's representative in quality control lab

The following equipment, including but not limited to, should be made available at site by the contractor for testing of materials, samples, cubes etc.,

| <b>LIST OF ESSENTIAL LABORATORY EQUIPMENTS.</b>  |  |   |
|--|--|---|
| <b>SIEVES: IS Standard Sieves of all required sizes shall be made available at the Quality control lab</b> |  |   |
| <b>FOR SOILS AND AGGREGATES</b>  |  |   |
|  | 1) Riffle Box for 40mm   | 2 No.s  |
|  | 2) Riffle Box for 20mm   | 2 No.s  |
|  | 3) Atterberg Limits (liquid and plastic limits) determination apparatus – Casagrande apparatus       | 1 Set   |
|  | 4) Atterberg Limits (liquid and plastic limits) determination apparatus – Cone penetration apparatus | 1 Set   |
|  | 5) Modified compaction apparatus with all accessories  | 2 Sets  |
|  | 6) Dry density test apparatus (sand replacement apparatus – Medium & large size cylinders            | 3 Sets each with all accessories  |
|  | 7) California Bearing Ratio test apparatus (5 T capacity with all accessories)                       |   |
|  | Lab  | 1 Set   |
|  | Field  | 1 Set   |
|  | 8) CBR moulds with all accessories   | 6 sets min. (Tripad, Dial gauges of 0.01LC & Surcharge weights - 5kg and 2.5kg) |
|  | 9) Rapid Moisturemeter with chemicals  | 4 Sets  |
|  | 10) Specific Gravity bottles (pycnometer apparatus)  | 3 sets. with all accessories  |
|  | 11) Specific Gravity bottle  |   |
|  | 50ml capacity  | 2 Sets  |
|  | 100ml capacity   | 2 Sets  |
|  | 12) Soil Hydrometer  | 1 Set   |
|  | 13) Triaxial apparatus with all accessories  | 1 Set   |
|  | 14) Plate Bearing Test apparatus with accessories  | 1 Set   |
|  | 15) Aggregate Crushing apparatus with all accessories  | 1 Set   |

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| 16) Aggregate Impact Testing apparatus with all accessories                            | 1 Set               |
| 17) Los Angeles Abrasion apparatus with all accessories                                |                     |
| 18) Density Basket   | 1 Set               |
| 19) Length & Thickness Gauges (Flakiness & Elongation index apparatus)                 | 2 Sets              |
| 20) Mechanical Sieve Shaker with 300mm & 450mm dia. adopters for corresponding sieves) | 1 Set               |
| 21) Nuclear Densometer   | 1 Set               |
| 22) Water Tank for CBR moulds soaking (6 ft X 3 ft X 1.5 ft)                           | 1 No.               |
| 23) Bulk Density Cylinders   | 15 Ltrs. & 3 Ltrs.  |
| Standard Proctor moulds  | 1000 cc (2 no.s)    |
| Modified Proctor moulds  | 2500 cc (2 no.s)    |
| Pycnometer bottles   | 4 no.s              |
| Straight Cutting Edges   | 12" – 2 no.s        |
| Proving Rings  | 20 KN, 10 KN, 30 KN |
| Plnger Dial Guages (0-25 mm)   | 6 no.s              |
| <b>FOR CEMENT &amp; CONCRETE WORKS.</b>  |                     |
| 1) Vicat apparatus with all accessories  | 1 Set               |
| 2) Lechatelier apparatus – for soundness test  | 1 Set               |
| 3) Compression Testing Machine – 200 T capacity  | 1 Set               |
| 4) Flexural Strength Testing Machine   | 1 Set               |
| 5) Cement Mortar Cube Vibrator   | 1 Set               |
| 6) Vibrating Table – 500mm X 500mm   | 1 Set               |
| 7) Concrete Cube Moulds – 150mmX150mmX150mm  | 48 Nos. min         |
| 8) Mortar Cube Moulds – 70.6mmX70.6mmX70.6mm   | 24 Nos. min         |
| 9) Slump Cone apparatus with all accessories   | 4 Sets              |
| 10) Scoops – Big&Small   | 2 Nos. + 2 Nos.     |
| 11)Trowels - Big&Small   | 2 Nos. + 2 Nos.     |

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|--------------------------------|--|--|
|                                | 12) Laboratory Mixer about 1 cft   | 1 No.                                    |
|                                | 13) Water Tank for curing – 15 ft X 6 ft X 3ft.  | 1 No.                                    |
|                                | 14) Ennore Sand – Gr.I, Gr.II and Gr.III   | 3 Bags each.                             |
| <b>FOR BITUMINOUS MIXTURES</b> |  |  |
|                                | 1) Universal Penetrometer automatic type   | 1 No.                                    |
|                                | 2) Ring and Ball apparatus electrically heated   | 1 No.                                    |
|                                | 3) Standard Tar-Viscometer electrically heated with 4mm & 10mm cup and valve   | 1 No.                                    |
|                                | 4) Flash & Fire point Apparatus (Pensky-Marten closed tester apparatus)  | 1 No.                                    |
|                                | 5) Ductility Testing apparatus electrically operated   | 1 No.                                    |
|                                | 6) Marshall Stability Test apparatus with all accessories  | 1 No.                                    |
|                                | 7) Marshall Moulds   | 18 Nos                                   |
|                                | 8) Centrifuge Bitumen Extractor electrically operated  | 1 No.                                    |
|                                | 9) 3 m Straight edge with dip measuring wedge  | 1 No.                                    |
|                                | 10) Camber Board   | 1 No.                                    |
|                                | 11) Core cutting machine with 100mm dia. diamond cutting edge  | 1 No.                                    |
|                                | 12) Vacuum pump  | 1 No.                                    |
|                                | 13) Marshal Mould Compactor  | 1 No.                                    |
|                                | 14) Prime / Tack coat Trays  | (2+2) sets                               |
|                                | 15) Rain guage   | 1 Set                                    |
|                                | 16) Stove & Pan  | 1 No.                                    |
|                                | Standard Weights   | 500 g, 1 Kg, 2Kg, 5Kg, 10Kg, 20 kg, 50Kg |
|                                | Weight Box   | 1gm to 200 g                             |
| <b>GENERAL EQUIPMENTS</b>      |  |  |
|                                | 1) Thermostatically Controlled Drying Ovens Controlled at 105 <sup>0</sup> – 110 <sup>0</sup> C +/- 1 <sup>0</sup> C and Range 40 <sup>0</sup> – 250 <sup>0</sup> C +/- 1 <sup>0</sup> C | 2 Nos.(Big&Small)                        |
|                                | 2) Thermostatically Controlled Water Bath Range 0 – 100 <sup>0</sup> C +/- 2 <sup>0</sup> C  | 1 No.                                    |
|                                | 3) Weighing Machines   |  |
|                                | 250 kg capacity, sensitivity 100g  | 1 No.                                    |

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|  | 50 kg capacity, sensitivity 10 g                   | 2 Nos.            |
|  | 25 kg capacity, sensitivity 10 g                   | 2 Nos.            |
|  | 10 kg capacity, sensitivity 1 g (electrical)       | 2 Nos.            |
|  | 5 kg capacity, sensitivity 0.1 g (electrical)      | 1 No.             |
|  | 1 kg capacity, sensitivity 0.01 g (electrical)     | 1 No.             |
|  | 200 g capacity, sensitivity 0.001 g                | 1 No.             |
|  | 4) Stop Watch – 0.5 sec sensitivity                | 2 Nos.            |
|  | 5) Distillation apparatus with all accessories     | 1 Set             |
|  | 6) P <sub>H</sub> Testing kit                      | 1 Set             |
|  | 7) Water testing kit                               | 1 Set             |
|  | 8) Thermometers                                    |                   |
|  | Glass thermometers, range 0 – 250 <sup>0</sup> C   | 4 Nos.            |
|  | Steel thermometers, range 0 – 300 <sup>0</sup> C   | 4 Nos.            |
|  | Distance thermometer, range 0 – 250 <sup>0</sup> C | 4 Nos.            |
|  | 9) Glass wares                                     |                   |
|  | Measuring jars – 100ml to 1000ml capacity          | 3 nos. Each       |
|  | Conical Flasks – 500ml capacity                    | 2 Nos.            |
|  | Pipettes   | 2 Nos.            |
|  | Burettes with stand                                | 2 Nos.            |
|  | Funnels  | 2 Nos.            |
|  | Beakers – 500ml and 250ml capacity                 | 2 Nos. Each       |
|  | GMM Flask  | 2 Ltrs. & 5 Ltrs. |
|  | 10) Wash Bottles                                   |                   |
|  | 11) Trays  |                   |
|  | 750mm X 600mm X 60mm                               | 6 Nos.            |
|  | 450mm X 300mm X 60mm                               | 6 Nos.            |
|  | 300mm X 250mm X 40mm                               | 6 Nos.            |
|  | 12) Sampling Tins with lid                         |                   |
|  | 100mm dia  | 48 Nos.           |
|  | 50 mm dia.   | 48 Nos.           |
|  | 13) Vernier Calipers                               | 1 No.             |

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|   | 14) Digital Vernier Calipers   | 1 No.  |
|   | 15) Measuring Tap – 5m   | 2 Nos. |
|   | 16) Thickness gauge  | 1 No.  |
|   | 17) French Curves  | 1 Set  |
|   | 18) Gas stove, kadai, scoops, 2lb hammers, wooden hammers, chisels and glosses.  |        |
|   | 19) Digital Thermo Hygrometer  | 1 No.  |
|   | 20) Micro meters 0 – 250 mm  | 1 No.  |
| <b>CHEMICALS: All required chemicals shall be made available at the Quality control lab</b>   |  |        |
| <b>REAGENTS: All required reagents shall be made available at the Quality control lab</b>   |  |        |
| <b>OTHERS</b>   |  |        |
|   | 1) Filter papers – whatman 40 – 60.  |        |
|   | 2) Litmus papers – Blue & Red.   |        |
| <p>Calibration of Equipment: All the equipment maintained by the contractor at site shall be calibrated from time to time according to the calibration frequency mentioned, with calibrations traceable to National Standards. Records for proof of such calibrations done for each instrument, with instrument number shall be maintained by the contractor and shall be made available for verification / counter signature by the Engineer-in-charge. Proper storage, handling and use of these instruments shall be ensured so that their calibration does not get disturbed due to weather factors etc., Frequency of the calibration shall be as decided by the Engineer-in-charge.</p> <p><b>Quality Registers:</b><br/>The contractor shall maintain the Quality Test Registers at site in the format specified and record therein the results of all the tests conducted. The relevant reports of the tests conducted shall be maintained in a separate file.</p> <p><b>Return of Site documents:</b><br/>All the site records/ documents mentioned therein shall be returned to the Engineer- in-charge in full shape after the satisfactory completion of the work who in turn will hand over to the department.</p> |  |        |
| <b>10.</b>  | <b>Water Supply:</b> The Contractor has to make their own arrangements for water suitable and required for the work and to the colonies and work sites, which are to be established by the Contractor.   |        |
| <b>11.</b>  | <p>i. <b>Electrical Power:</b></p> <p>a. The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the APSPDCL at their own cost for construction purpose. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the</p> |        |

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|     | <p>Department, necessary charges shall have to be paid based on the assessed rates.</p> <p>b. The contractor will pay the bills of Electricity Board for the cost of power consumed by them.</p> <p>c. 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 Rules, 1956 as amended from time to time and other pertinent rules.</p> <p>The power shall be used for bonafide Departmental works only.</p>   |
| 12. | <p>i. <b>Electric Power for Domestic Supply:</b></p> <p>a. The contractor has to make their own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by them at the rates as fixed by the Andhra Pradesh State Electricity Board from time to time.</p> <p>ii. The contractor will have to make their own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at their own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the <b>Employer/Employer’s representative</b>. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the <b>Employer/Employer’s representative</b>.</p>  |
| 13. | <p><b>Land for Contractor’s use:</b></p> <ul style="list-style-type: none"> <li>- The contractor will be permitted to use Government land for execution of work. The contractor shall have to make their own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and atleast 30</li> <li>- days in advance of its use, the details of land required by them for the work at site and the land required for their camp and should any private land which has not been acquired, be required by the contractor for their use. The same may be acquired by the contractor at their own cost by private negotiations and no claim shall be admissible to them on this account.</li> </ul> <p>1. The Department reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to them.</p> |
| 14. | <p><b>Surrender of Occupied Land:</b></p> <p>i. The Government land as here in before mentioned shall be surrendered to the <b>Employer/Employer’s representative</b> within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Engineer- in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the <b>Employer/Employer’s representative</b>, vacate and surrender the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.</p> <p>The contractor shall make good to the satisfaction of the <b>Employer/Employer’s representative</b> any damage to areas, which they have to return or to other property or land handed over to them for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non- commercial use, with the permission of the <b>Employer/Employer’s representative</b> on the land handed</p>  |

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|            | <p>over to them at their own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the <b>Employer/Employer's representative</b>. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make their own arrangements.</p>  |
| <b>15.</b> | <p><b>Contractor not to dispose of Spoil etc.:-</b><br/>The contractor shall not dispose of or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.</p>   |
| <b>16.</b> | <p><b>Roads:</b></p> <ol style="list-style-type: none"> <li>i. In addition to existing public roads and roads Constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by them at their own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the <b>Employer/Employer's representative</b>. The contractor shall permit the use of these roads by the Government free of charge.</li> <li>ii. It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.</li> <li>iii. The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.</li> <li>iv. The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.</li> </ol> |
| <b>17.</b> | <p><b>Payment for Camp Construction:</b><br/>No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of quantities and bids.</p>  |
| <b>18.</b> | <p><b>Explosive and Fuel Storage Tanks:</b><br/>No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall conform to the regulations of Andhra Pradesh State Government and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.</p>  |
| <b>19.</b> | <p><b>Labour:</b></p> <ol style="list-style-type: none"> <li>i. The contractor shall, make their own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. Their quoted percentage shall include the</li> </ol>   |

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|                   | <p>expenditure towards importation of labour amenities to labour and staff;<br/> The contractor shall, if required by the Employer/Employer’s representative, deliver to the Employer/Employer’s representative a written in detail, is such form and at such intervals as the Employer/Employer’s representative 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 information respecting Contractor’s Equipment as the Employer/Employer’s representative may require.</p>  |
| <p><b>20.</b></p> | <p><b>Transportation of Labour:</b></p> <p>i. The contractor shall make their own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and their quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.</p> <p>The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.</p>  |
| <p><b>21.</b></p> | <p><b>Safety Measures:</b></p> <p>i. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive, and contractor shall add to and augment these precautions on their own initiative where necessary and shall comply with directions issued by the <b>Employer/Employer’s representative</b> or on their behalf from time to time and at all times.</p> <ol style="list-style-type: none"> <li>a. Providing protective footwear to worker’s situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.</li> <li>b. Providing protective head gear to workers at places like underground excavations to protect them against rock falls.</li> <li>c. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.</li> <li>d. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing into fine dust.</li> <li>e. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.</li> <li>f. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.</li> <li>g. Avoiding uninsulated electrical wire etc., as they would electrocute the works.</li> <li>h. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines</li> </ol> |



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|     | hoists and similar units are working.   |
| 22. | <p><b>Fair Wage Clause:</b></p> <ol style="list-style-type: none"> <li>i. The contractor shall pay not less than fair wages to laborer's engaged by them on the work.</li> <li>ii. "Fair" wages mean wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.</li> <li>iii. The contractor shall, notwithstanding the revisions of any contract to the contrary, cause to be paid to the labour, directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by them.</li> <li>iv. In respect of labour directly or indirectly employed in the works for the purpose of the contract part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. They shall maintain their accounts and vouchers on the payment of wages to the labourers to the satisfaction of the <b>Employer/Employer's representative</b>.</li> <li>v. The <b>Employer/Employer's representative</b> shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.</li> <li>vi. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to their right to claim indemnity from their sub-contractors.</li> <li>vii. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.</li> <li>viii. Any violation of the conditions above shall be deemed to be a breach of their contract.</li> <li>ix. Equal wages are to be paid for both men and women if the nature of work is same and similar.</li> </ol> <p>The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the <b>Employer/Employer's representative</b> in writing.</p> |
| 23. | <p><b>Compliance with Labour Regulations:</b></p> <ol style="list-style-type: none"> <li>i. During continuance of the contract, the contractor and their sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the</li> </ol>  |

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|            | <p>contractor, the Engineer-in-charge /Department shall have the right to deduct any money due to the contractor including their amount of performance security. The Department/Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.</p> <p>The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Department at any point of time.</p>  |
| <b>24.</b> | <p><b>Work during night or on Sundays and holidays</b></p> <ol style="list-style-type: none"> <li>i. The works can be allowed to be carried out during night, Sundays or authorized holidays in order to enable them to meet the schedule targets and the work shall require MORT&amp;H round the clock working keeping in view:</li> <li>ii. The provisions of relevant labour laws being adhered to: <ol style="list-style-type: none"> <li>a. Adequate lighting, supervision and safety measures are established to the satisfaction of the <b>Employer/Employer's representative</b> and</li> <li>b. The construction programme given by the Contractor and agreed upon by the <b>Employer/Employer's representative</b> envisages such night working or working during Sundays or authorized holidays.</li> </ol> </li> </ol> <p>The construction programme given by the Contractor and agreed upon by the <b>Employer/ Employer's representative</b> envisages such night working or working during Sundays or authorised holidays.</p> |
| <b>25.</b> | <p><b>Protection of adjoining premises:</b></p> <p>The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at their cost any such damages.</p>   |
| <b>26.</b> | <p><b>Layout of materials stacks:</b></p> <p>The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the <b>Employer/ Employer's representative</b> before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at their own cost and only after obtaining necessary approval of the plan for use of sites by the <b>Employer/ Employer's representative</b>, the Contractor can use the sites accordingly.</p>  |
| <b>27.</b> | <p><b>Use of blasting materials:</b> Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that works by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.</p>   |
| <b>28.</b> | <p><b>Plant and Equipment:</b></p> <ol style="list-style-type: none"> <li>i. The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt.Regulations in force.</li> <li>ii. It is to expressly and clearly understood that contractor shall make their own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.</li> <li>iii. The department shall supply such of the machinery that may be available on hire basis, but their supply cannot be demanded as matter of right and no delay in</li> </ol>   |

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|            | <p>progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to them (which will be delivered to contractor at the machinery yard at site of work) and they have to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Executive Engineer at the time of supply of the machinery.</p> <p>iv. The acceptance of departmental machinery on hire is optional to the contractor.</p>  |
| <p>29.</p> | <p><b>Provisions of Health and Sanitation:</b></p> <p>i. The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the <b>Employer/ Employer’s representative</b> may enforce them at the expenses of the Contractor. The contractor’s special attention is invited to clause 37, 38, 39 and 51 of the preliminary specification to the A.P.S.S. and they are required to provide at their own expenses the following amenities to the satisfaction of Engineer-in-charge concerned.</p> <p>ii. <b>First Aid:</b> At the work site there shall be maintained in a readily accessible place, first aid appliances and medicine including adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order. They shall be placed under the charge of a responsible person, who shall be readily available during working hours.</p> <p>iii. <b>Drinking water:</b> Water of good quality for drinking purpose shall be provided for the worker on a scale of not less than 2 gallons per head per day. Where drinking water is obtained from an intermittent public water supply each work site shall be provided with a storage tank, where such drinking water shall be stored. Every water supply storage shall be at a distance of not less than 10 M. from any latrine drain or other source of pollution where water has to be drained. Any existing well, which is within such proximity of any latrine, drain or other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be dust and water proof. A reliable pump shall be fitted to each inner well. The trap door shall be kept locked and opened only for inspection or cleaning which shall be done at least once a month.</p> <p>iv. <b>Washing and bathing place:</b> Adequate washing and bathing places shall be provided separately for men and women. Such place shall be kept clean and well drained, bathing or washing should not be allowed in or near any drinking water well.</p> <p>v. <b>Latrine and Urinals:</b> There shall be provided within the area of all work site latrines and urinals in an accessible place to men and women separately. For each of them shall be on the following scales or the scale as directed by Engineer-in-charge in any case.</p> <ol style="list-style-type: none"> <li>a. Where the number of persons employed does not exceed 50 – 2</li> <li>b. Where the number of persons employed exceeds 50 but does not exceed 100 – 3; For every additional 100 – 3</li> <li>c. If women are employed, separate latrines and urinals separated from those for men shall be provided on the same scale.</li> <li>d. Except in work site provided with water flushed latrines connected with</li> </ol> |

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|            | <p>a water borne sewage system all latrine shall be cleaned at least four times daily and at least twice during working hours and kept in a strict sanitary condition. The receipt scales shall be tarred inside and outside at least once a year</p> <p>The excrete from the latrines shall be disposed of at the contractor's expenses in a way approved by the local public health authority. The contractor shall also employ adequate number of scavengers and conservancy shall keep the latrines and urinals in a clean condition.</p>  |
| <b>30.</b> | <p><b>Shelters during Rest:</b><br/>At the work site there shall be provided free of cost two suitable sheds, one for meals and other for rest for the use of workers.</p>   |
| <b>31.</b> | <p><b>Creches:</b> At every work site at which 50 or more women workers are ordinarily employed there shall be provided two rooms of suitable size for use of children under the age of 6 years. One room shall be used for infant's games and other as a bedroom. The rooms shall be secured and constructed following minimum standards. Planks spread over the mud floor and covered with matting. The use of rooms shall be restricted to children their attendants and mothers of the children.</p>   |
| <b>32.</b> | <p>Land should be acquired temporarily for Storing Contractor's materials or for housing their staff. The contractor should make their own arrangements for temporary acquisition of land required for storing their materials and for the housing of their staff at their own expenses.</p>   |
| <b>33.</b> | <p><b>Ecological Balance:</b><br/>The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct their construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.</p> <ul style="list-style-type: none"> <li>• Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Employer/ Employer's representative.</li> <li>• All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Employer/ Employer's representative. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by their operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.</li> <li>• The contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and</li> </ul> |

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|                   | <p>other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.</p> <ul style="list-style-type: none"> <li>• In conduct of construction activities and operation of equipments the contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise the air pollution. The excessive omission of dust into the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operations. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.</li> </ul> <p>Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Employer/ Employer's representative at the cost of the Contractor, Orders of the Employer/ Employer's representative in this respect would be final and binding on the contractor.</p> |
| <p><b>34.</b></p> | <p><b>Preservation of existing vegetation:</b></p> <p>The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Employer/ Employer's representative. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorised for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.</p> <p>All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Employer/ Employer's representative. No payment whatsoever shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, they shall be charged for the same at the rates to be decided by the Employer/ Employer's representative. The recovery of this amount shall be made in full from the intermediate bill that follows.</p> <p>The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at their own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.</p>   |
| <p><b>35.</b></p> | <p><b>Access to the contractor's books:</b></p> <p>Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, they shall direct the contractor to produce the relevant documents such as payrolls, records of personnel,</p>   |

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|            | invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-in-Charge.  |
| <b>36.</b> | <b>Drawing to be kept at site:</b><br>One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge and the Engineer-in-Charge's representative and by any other persons authorised by the Engineer-in-Charge in writing.  |
| <b>37.</b> | <b>B.I.S. [I.S.I.] books and ANDHRA PRADESH STANDARD SPECIFICATIONS to be kept at site:</b><br>A complete set of Indian Standard specifications, CPHEEO manual and also conform to the standard specifications like APDSS/BIS Specifications/MoRTH/NBC/NEC/GOI Manuals/GOI advisories etc., on sewerage and treatment and any other relevant literature referred to in "Technical Specifications" and A.P.S.S. shall be kept at site for reference.   |
| <b>38.</b> | <b>Site Order Book:</b><br>An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Project Manager of PMC, Department Officer in direct charge of the work and by the contractor or by their representative. In important cases, the Executive Engineer or the Superintending Engineer will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Executive Engineer.   |
| <b>39.</b> | <b>Variations by way of modification, omissions or additions:</b><br>For all modifications, omissions from or additions to the drawings and specifications, the PMC on will issue revised plans, or written instructions, or both. No modification, omission or addition shall be made unless approved by the Department.<br><br>The PMC shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.<br>Employer/ Employer's representative Decision:<br><br>It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out o the work, the decision of the Employer/ Employer's representative, which shall be given in writing shall be binding on the contractor. |
| <b>40.</b> | <b>Care and diversion of river/stream:</b><br>The contractor shall submit details regarding the diversion and care of river or stream during construction of the work along with a separate print-out of the time table showing earliest and latest start and finish dates of various activities. They should submit a detailed layout plan with drawings for the diversion and care of river during construction of work. The above arrangements shall be at contractor's cost.  |
| <b>41.</b> | <b>Supply of construction materials:</b> <ul style="list-style-type: none"> <li>- The contractor has to make their own arrangements for procurements, supply and use of construction materials.</li> <li>- All materials so procured should confirm to the relevant specifications indicated in the bidding documents.</li> <li>- The contractor shall follow all regulations of the Department/Government of India in respect of import licenses etc., of the procurement of the materials is</li> </ul>   |

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|     | <p>through imports and they shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.</p> <ul style="list-style-type: none"> <li>- The contractor shall make their own arrangements for adequate storage of the materials.</li> </ul> <p>Usage of Ready mixed concrete manufactured by outside agencies shall not be allowed. The contractor shall invariably establish batch mix plant of required capacity and shall use same concrete for the work.</p>  |
| 42. | <p>Temporary office accommodation and transport facilities for the departmental engineers The Contractor shall provide and maintain separate temporary office accommodation for the exclusive use of the Departmental Engineers and delegated assistants of not less than 1800 sft. within site area compound with provision for work stations and Conference room, office desks, toilet facilities, RO drinking water arrangements, with complete air conditioning. The Contractor should also arrange for necessary inventory for Engineering department such projector, internet, printer, scanner &amp; xerox facilities, washing, water, electrical &amp; power, benches, tables, Chairs, storage racks, cabinets &amp; other furniture as per requirement during execution period. All these facilities shall be completed within 2 months from the date of issue of work order.</p>   |
| 43. | <p>Drawings given, listed and indexed in bid documents are indicative. The above drawings show the system, as a whole. The contractor shall carry out investigation to prepare detailed layout, designs and drawings of balance required components of the work within the stipulated time period, to be approved by departmental authority. The contractor shall follow all relevant BIS codes / circulars issued by the department from time to time for various components of the works. In case of difference of opinion on technical matters between the contractor and the Engineer-in-charge, the decision of the appellate authority shall be final and binding on the contractor.</p>   |
| 44. | <p><b>Setting Out</b></p> <ul style="list-style-type: none"> <li>- The contractor shall establish, maintain and assume responsibility for grades, lines, levels and bench marks. They shall report any errors or inconsistencies regarding grades, lines, levels, dimensions to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim shall be entertained at a later date for any errors found.</li> <li>- In order to set the alignment of roads / foundations of structures and to mark the same on the ground, the agency is to adopt "total station" surveying method. The agency is to engage a well versed and well experienced surveyor in "total station" survey. Nothing extra for this total station survey is payable.</li> <li>- If at any time, any error in the respect of setting out appears during the progress of the work, the contractor shall, at their own expense rectify such error if so required, to the satisfaction of the Engineer-in-Charge.</li> <li>- Though the site levels are indicated in the drawings, the contractor shall ascertain himself and confirm the site levels with respect to GTS bench mark from the concerned authorities. The contractor shall protect and maintain temporary/ permanent benchmarks at the site of work throughout the execution of the work. These bench marks shall be got checked by the Engineer-in-Charge or their authorized representatives.</li> <li>- The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.</li> <li>- The approval by the Engineer-in-Charge, of the setting out by the contractor, shall not relieve the contractor of any of their responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.</li> </ul> |

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|     | <ul style="list-style-type: none"> <li>- The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at their own cost to the instructions and satisfaction of the Engineer-in-Charge.</li> <li>- The Contractor shall carry out survey of the work area, at their own cost, setting out the levels and bench marks in consultation with the Engineer-in-Charge &amp; proceed further. Any discrepancy between the approved drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and center lines, etc., along with theodolites. Nothing extra shall be payable on this account.</li> </ul> <p>Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the approved design drawings.</p>   |
| 45. | <p><b>General cleanliness of the site and Stacking &amp; Storage of Materials:</b></p> <ul style="list-style-type: none"> <li>- The site of work shall be always kept clean in general strictly adhering to approved job layout and green building parameters. The Contractor shall take all care to prevent any water- logging at site. The waste water shall not be allowed to be collected at site. It may be directly pumped into the public drainage system with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from concerned authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.</li> <li>- The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc. are to be constructed.</li> <li>- For construction works which are likely to generate malba / rubbish, contractor shall dispose of malba, rubbish &amp; other unserviceable materials and wastes at their own cost to the notified/specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.</li> </ul> <p>The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at their own cost and also employ necessary watch and ward establishment for the purpose at their cost.</p> |
| 46. | <p><b>SECRECY</b></p> <ul style="list-style-type: none"> <li>- The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have noticed that the Indian Official Secrets Act 1923 applies to them &amp; will continue so to apply even after the execution of such works under the contract.</li> <li>- The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.</li> </ul> <p>All documents, copies thereof &amp; extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract</p>  |



47.

**LABOUR AND SECURITY**

- In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labor Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.500/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.500/- per day for each day of default. The decision of the Engineer-in-Charge shall be final and binding on the parties.
- No payment shall be made for construction of labor housing.
- The Contractor shall display all permissions, licenses, registration certificates, other statements etc. under various labor laws and other regulations applicable to the works, at their site office.
- Contractor should provide their plan for labor camps as per their requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labor camps etc. inside the campus at a suitable place, but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.
- If as per the rules of the local authority, the camps for labor are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labor and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labor. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labor including restrictions in working hours, if there is any.
- The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of their agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
- The contractor & their work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as "Administrator").
- The contractor, their representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of their workmen, agents/ representatives.
- Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, they may also be allowed to carry out the work beyond 6 PM & up to 7 AM if the site conditions / circumstances so demand with prior written permission from the "Administrator". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
- Normally contractor's material / vehicles etc. shall be allowed to move in / go-

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|                   | <p>out between 7 AM to 7 PM only &amp; no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the “Administrator”.</p> <ul style="list-style-type: none"> <li>- In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at their own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.</li> <li>- In the event of any restrictions being imposed by the Security agency, movement of labor /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required. Nothing extra shall be payable on this account.</li> </ul>   |
| <p><b>48.</b></p> | <p><b>DOCUMENTATION</b><br/>The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording &amp; other records etc. The payments for all these jobs shall be borne by contractor. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer-in-Charge.</p>   |
| <p><b>49.</b></p> | <p><b>PROGRESS CHART: -</b></p> <ul style="list-style-type: none"> <li>- The contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-charge may within 15 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given elsewhere in this tender document.</li> <li>- In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-charge shall be deemed to be final.</li> <li>- The approval by the Engineer-in-charge of such programme shall not relieve the contractor of any of the obligations under the contract.</li> <li>- The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 5000/- shall be made per week or part basis in case of delay in submission of the monthly progress report.</li> </ul> |

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|     | <ul style="list-style-type: none"> <li>- The program chart should include the following: - <ul style="list-style-type: none"> <li>▪ Descriptive note explaining sequence of various activities.</li> <li>▪ PERT or CPM of programming using MS Project or Primavera or in other format decided by Engineer-in-charge which will indicate resources in financial terms, manpower and specialized equipment's or every important stage.</li> <li>▪ Program for procurement of materials by the contractor. The contractor shall first make note of pipes available at the site of work for use in the contract and then plan for procurement of balance pipes.</li> <li>▪ Program for arranging and deployment of manpower both skilled and unskilled so as to achieve targeted progress.</li> <li>▪ Program of procurement of machinery / equipment's having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition, to the above to achieve the progress of work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and RCC works etc. The contractor shall submit shuttering schedule adequate to complete the structure work within the laid down physical milestones.</li> <li>▪ Programme for achieving milestones.</li> </ul> </li> </ul> <p>The submission for approval by the Engineer-in-charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-charge to act against the contractor as per terms and conditions of the agreement</p>  |
| 50. | <p><b>PROGRESS AND MONITORING OF WORK:</b></p> <ul style="list-style-type: none"> <li>- The progress report shall contain the following, apart from whatever else may be required as specified: -</li> <li>- Construction schedule of the various components of the work through an approved program chart for the next three months (or as may be specified), showing the micro milestones, targeted tasks and up to date progress. At least 10 digital photographs showing all the parts of construction site along with at least 5 minutes video of executions of different items in soft copy must be submitted in every monthly progress report. <ul style="list-style-type: none"> <li>○ Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.</li> <li>○ Plant and machinery statement, indicating those deployed in the work.</li> <li>○ Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations. Number of skilled workers and unskilled workers deployed on the work and their location of deployment.</li> <li>○ Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of cheque payment received, extra /substituted /deviations items if any, etc.</li> </ul> </li> <li>- The contractor shall conduct their work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer- in-Charge and shall as far as possible arrange their work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or they shall arrange their work</li> </ul> |

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|                   | <p>with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.</p> <ul style="list-style-type: none"> <li>- The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labor as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools &amp; Plants, machineries etc. provided by them are always maintained in proper working conditions during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or their workshop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.</li> </ul> <p>All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.</p>   |
| <p><b>51.</b></p> | <p><b>Rates and other conditions for payment:</b></p> <p>The rates quoted by the Contractor are deemed to be inclusive of the following--</p> <ul style="list-style-type: none"> <li>- Site clearance, setting out work, profile, establishment of reference benchmark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labor safety, welfare &amp; training measures, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc. until</li> <li>- / Unless specified otherwise, and any other incidental works required to complete this work. Nothing extra shall be payable on this account.</li> <li>- For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required, the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.</li> <li>- Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra over the schedule shall be paid on this account.</li> <li>- All labor, material, tools and plants and other inputs involved in the execution of the item.</li> <li>- For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labor and other statutory body regulations and the agreement entered upon by the Contractor with them.</li> <li>- The Contractor shall keep himself fully informed of all acts and laws of the Central &amp; State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules &amp; regulations and byelaws shall be adhered to, by the contractor, during</li> </ul> |

the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and obtain all requisite licenses wherever required and shall pay to such authority all the fees that are required to be paid for the execution of work. They shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by their employees or their authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.

- The rates of the items indicated in the BoQ are exclusive of the Seigniorage Charges. Appropriate Seigniorage Charges for relevant materials will be calculated and paid by the PM to the concerned department of Government of AP at the time of payment of bills to the contractor.
- All ancillary and incidental facilities required for execution of work like labor camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
- The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
- The Contractor shall make all necessary arrangements for protecting from rain or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
- In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at their own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.
- No payment shall be made for any damage caused by fire, rain, snowfall, flood

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|     | <p>or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to them under the contract and they shall make good the same at their risk and cost. The contractor shall be fully responsible for safety and security of their material, T&amp;P/Machinery brought to the site by them. The contractor shall maintain all the work in good condition at their own cost till the completion of the entire work.</p> <p>In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.</p>  |
| 52. | The appellate authority is Superintending Engineer in respect of designs and drawings approved by Engineer-in-charge.   |
| 53. | The appellate authority is Chief Engineer – _____, APCRDA in respect of designs and drawings approved by Superintending Engineer.   |
| 54. | The appellate authority is the Committee constituted by the Competent Authority in respect of designs and drawings approved by Chief Engineer – _____, APCRDA.  |
| 55. | The designs are to be submitted by the executing agency which shall be approved by the competent authority. The contractor responsible for the technical features of designs. The competent authority approving the designs is accountable to the department.   |
| 56. | The Engineer-in-charge shall exercise check to see that the bill submitted by contractor is in accordance with agreement conditions and certified by the PMC, departmental Quality Control Authorities (or) 3rd Party Quality Control Agency (or) by both if both are deployed on the work. Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of agreement conditions, security deposit for due fulfillment of the contract.   |
| 57. | <p><b>ROLES AND RESPONSIBILITIES OF DEPARTMENTAL STAFF, PMC, QUALITY CONTROL WING AND THIRD PARTY QUALITY CONTROL AGENCY IN EXECUTION OF PROJECT</b></p> <p>FIELD STAFF</p> <ol style="list-style-type: none"> <li>i. The field staff (construction staff) has to associate with the contractor while conducting the tests. In case of necessity they may conduct tests independently whenever required. The field staff play a vital role in quality assurance of the works.</li> <li>ii. The field staff shall invariably check and produce all the following Records and OK cards maintained by contractor at the site to the Inspecting Officers.</li> </ol> <p>Registers</p> <ol style="list-style-type: none"> <li>(a) Site Order</li> <li>(b) Register of Bench Marks</li> <li>(c) Material OK Register</li> <li>(d) Register of Foundations</li> <li>(e) Register of placement for concrete, Embankment, reinforcement and other test reports.</li> <li>(f) Register of laying pipelines, testing.</li> <li>(g) Register of test reports of comprehensive strength of concrete specimens</li> <li>(h) Cement Day Book</li> </ol> <p>Department Quality Control Staff/ Third party Quality Control</p> |

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|                   | <ul style="list-style-type: none"> <li>i. The filed quality control staff must check 25% of works such as pipes, laying, jointing, testing including pumping machinery and record independently.</li> <li>ii. Wherever the Third-Party Quality Control agency is not appointed, the department Quality Control staff have to issue the quality certificates for releasing payment to the contractor during construction and other completion.</li> </ul> <p>Third Party Quality Control Agency</p> <ul style="list-style-type: none"> <li>i. The Third-Party Quality Control agency or PMC should possess all the Testing facilities as per agreement and conduct independent testing to assure the quality of work. They should also witness 50% of the tests being done by the Contractor independently.</li> <li>ii. The third-party quality control agency must submit the reports and records to the Engineer-in-Charge vide appendix “E”.</li> </ul> <p>Reporting procedure for adverse remarks of 3rd party Quality Control Agency and Departmental Quality Control Staff or PMC whichever is applicable.</p> <ul style="list-style-type: none"> <li>i. The third-party quality control agency shall submit reports in four sets for specific cases of deficiencies for corrective action to the Engineer-in-charge soon after verification. The sub-standard material shall be rejected and got them removed from the site. In case necessity, Engineer-in- Charge shall arrange to stop the work till the deficiencies are rectified to the satisfaction of the 3rd party Quality control Agency / departmental quality staff / PMC.</li> <li>ii. The Engineer-in-Charge shall communicate the above remarks of 3rd party quality control agency to the Contractor for compliance of corrective action.</li> <li>iii. The Contractor shall furnish compliance report to the Engineer-in-Charge, who in turn forward the same to the third-party quality control agency / department quality control for verification.</li> <li>iv. Soon after receipt of report on the compliance to the remarks of the third-party quality control agency by the Contractor, evidence of compliance of corrective action must be furnished to the Engineer-in-Charge to proceed with further work.</li> <li>v. In addition to the above, the observations made by the third-party quality control and the Department quality control staff must be invariably completed with before the next bill is present for payment and certificate to that effect has to be recorded in bills presented by the Contractor duly countersigned by their field construction staff before making payments.</li> </ul> <p>On completion of the works, the third-party control agency and Department Quality Control staff must certify that the work has been executed as per design and specifications satisfying intended scope of project as indicated in the agreement before making final payments to the Contractor.</p> |
| <p><b>58.</b></p> | <p><b>Change in law</b></p> <ul style="list-style-type: none"> <li>- If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Engineer-in-charge with a copy to the Authority’s Engineer of such additional cost due to Change in Law.</li> <li>- If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions</li> </ul>   |

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|                   | <p>of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the Authority’s Engineer of such reduction in cost due to Change in Law.</p> <p>The Authority’s Engineer shall, with in 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Engineer-in-charge, determine any addition or reduction to the Contract Price due to the Change in Law.</p>  |
| <p><b>59.</b></p> | <p>Data Protection and Confidentiality</p> <ol style="list-style-type: none"> <li>1. Data Protection: <ul style="list-style-type: none"> <li>○ The Bidder must comply with applicable data protection and privacy laws, such as the Information Technology Act, 2000, to protect personal or sensitive data shared during the process.</li> <li>○ No data or information should be shared or used without the Employer’s approval.</li> </ul> </li> <li>2. Security Measures: <ul style="list-style-type: none"> <li>○ The Bidder must protect data using secure systems and restrict access to only authorized personnel.</li> </ul> </li> <li>3. Reporting Breaches: <ul style="list-style-type: none"> <li>○ Any unauthorized access or data breach must be reported to the Employer immediately, with details of what happened and how it is being resolved.</li> </ul> </li> <li>4. Ongoing Obligations: <ul style="list-style-type: none"> <li>○ These obligations continue even after the bidding process or the contract ends.</li> </ul> </li> <li>5. Penalties: <ul style="list-style-type: none"> <li>○ Non-compliance with these rules may lead to disqualification, cancellation of the contract, or legal action.</li> </ul> </li> </ol> |



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

# Section VII - General Conditions of Contract (GCC)

## A. General

### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The '**Employer**' or '**Department**' is the party who employs the Contractor to carry out the Works, as **specified in the PCC**.
- (b) The **Chief Engineer** shall mean the tender initiating authority as authorized by the employer, as **specified in the PCC**
- (c) The '**Engineer in Charge**' is the person in charge of execution, as **specified in the PCC**
- (d) **Days** are calendar days; months are calendar months.
- (e) A **day** shall mean a day of 24 hours from midnight to midnight irrespective of hours worked in that day
- (f) A **week** shall mean 7 consecutive days without regard to the number of hours worked in any day in that week
- (g) The '**site**' shall mean the lands/or other places, on under in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the employer or used for the purpose of Contract.
- (h) "**Urgent Works**" shall mean any measures which, in the opinion of 'Engineer in Charge' becomes necessary during the progress of the work to obviate any risk or accident or failure or which becomes necessary for security of the work or the persons working thereon.
- (i) "**Change in Law**" means the means the occurrence of any of the following after the Base Date:
  - a) the enactment of any new Indian law.
  - b) the repeal, modification or re-enactment of any existing Indian law.
  - c) the commencement of any Indian law which has not entered into effect until the Base Date.
  - d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date.
- (j) "**Commencement Date**" or "**Start Date**" shall means the date of signing of agreement.
- (k) 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 with prior approvals from the competent authority by issuing an extension of time or an acceleration order.

- (l) “**Base Date**” means the last date of that calendar month, which date precedes the Bid Due Date by at least 28 (twenty-eight) days.
- (m) 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.
- (n) **Compensation Events** are those defined in GCC Clause 43 hereunder.
- (o) The **Completion Date** is the date of completion of the Works as certified by the Project Manager with prior approval from the Chief Engineer, in accordance with GCC Sub-Clause 54.1.
- (p) 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.
- (q) The **Contractor**, also referred to as the Prime Contractor, is the party whose Bid to carry out the Works has been accepted by the Employer.
- (r) The **Contractor’s Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (s) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (t) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (u) The **Defects Liability Certificate** is the certificate issued by Project Manager with prior approval of Chief Engineer upon correction of defects by the Contractor.
- (v) The **Defects Liability Period** is the period **named in the PCC** pursuant to Sub-Clause 35.3 and calculated from the Completion Date.
- (w) **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.
- (x) **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.

- (y) **“In writing”** or **“written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (z) The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance.
- (aa) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (bb) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) 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.
- (dd) **PCC** means Particular Conditions of Contract.
- (ee) **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.
- (ff) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager with the prior approval of the Chief Engineer
- (gg) 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.
- (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ii) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as **defined in the PCC**.
- (kk) The bidding firm should designate one of their regular officers on rolls as SEA/SH coordinator having domain expertise to deal with non-compliance verification
- (ll) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
- (mm) Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

- (nn) Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (oo) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.
- (pp) “GBV” means Gender Based Violence
- (qq) All Standard Operating Procedures (SOPs) issued by APCRDA from time to time will be binding on all Consultants / Contractors for observing compliance
- (rr) ‘World Bank’: means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (ss) ‘Anti-Corruption Guidelines’ means The World Bank’s Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012 and revised July 10, 2015 and the Asian Development Bank Guidelines to prevent or mitigate fraud, corruption, and other prohibited activities in Results-Based Lending for Programs.
- (tt) “The ADB” means the Asian Development Bank.
- (uu) “ESMU” is the Environmental and Social Management Unit team of the Employer.

## 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 & Bill of quantities (Price-bid)
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specifications,
  - (g) Drawings,

- (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
    - a. the Contractor’s Environmental and Social Management Plan (C-ESMP);
    - b. Code of Conduct for Contractor’s Personnel (ES); and
    - c. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration
  - (i) Any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in 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, the bidder 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 their duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. 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 them 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 their 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.
- 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 their work force, who:
- a. persists in any misconduct or lack of care;
  - b. carries out duties incompetently or negligently;
  - c. fails to comply with any provision of the Contract;
  - d. persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - e. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
  - f. has been recruited from the Employer's Personnel;

- g. undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If 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.

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.

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

#### **9.4 Labor**

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

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

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

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



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

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

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

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

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

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

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

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

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

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

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

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

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

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures

put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

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

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

9.4.19 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Works' .

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

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

**10. Compliance with Labour Regulations**

10.1 During continuance of the Contract, the Contractor and their Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including their amount of performance security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

10.2 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

10.3 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.

- 11. Employer's and Contractor's Risks** 11.1 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.
- 12. Employer's Risks** 12.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 12.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 13. Contractor's Risks** 13.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 13.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.
- 14. Insurance** 14.1 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.
- 14.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Employer'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.
- 14.3 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.
- 14.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 14.5 Both parties shall comply with any conditions of the insurance policies.
- 15. Site Data** 15.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 16. Contractor to Construct the Works including protection of environment and assurance of public health and safety, facilitate effective RAP** 16.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.
- 16.2.1 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 because of their methods of operation.
- 16.2.2 During continuance of the contract, the contractor and their sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are given in Appendix 1 to the General Conditions of Contract.
- 17. The Works to Be Completed by the Intended Completion Date** 17.1 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.
- 18. Approval by the** 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for their approval.

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| <b>Project Manager</b>                           | 18.2 The Contractor shall be responsible for design of Temporary Works.  |
|  | 18.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.   |
|  | 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.   |
|  | 18.5 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.  |
| <b>19. Safety</b>                                | 19.1 The Contractor shall be responsible for the safety of all activities on the Site.   |
| <b>20. Discoveries</b>                           | 20.1 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. Any discoveries related to Archeological importance, will be informed to ASI.   |
| <b>21. Possession of the Site</b>                | 21.1 The Employer shall give possession of part/ full Site to the Contractor. If possession of the balance part is not given by the date <b>stated in the PCC</b> , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.   |
| <b>22. Access to the Site</b>                    | 22.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.   |
| <b>23. Instructions , Inspections and Audits</b> | 23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.   |
|  | 23.2 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.  |
| <b>24. Appointment of the Adjudicator</b>        | 24.1 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 <b>designated in the PCC</b> , to appoint the Adjudicator within 14 days of receipt of such request.                      |
|  | 24.2 Should the Adjudicator resign or die or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority <b>designated</b> |

**in the PCC** at the request of either party, within 14 days of receipt of such request.

**25. Procedure for Disputes**

25.1 The procedure for disputes shall as **specified in the PCC**.

**26. Fraud and Corruption**

26.1 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.

26.2 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**

**27. Program**

27.1 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 & Social Management Plan (to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project) showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.

27.2 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.

27.3 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.

27.4 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.

27.5 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. This report will also include progress on the ESHS Management Strategies and Implementation Plans (ESHS-MSIP), and compliance to the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project.

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

- 28.1 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.
- 28.2 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.

**29. Acceleration**

- 29.1 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.
- 29.2 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.

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

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

**31. Management Meetings**

- 31.1 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.

31.2 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.

**32. Early Warning**

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

32.2 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**

**33. Quality Assurance**

33.1 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.

33.2 Compliance with the QA/QC systems shall not relieve the Contractor of any of their duties obligations or responsibilities under the Contract.

**34. Tests**

34.1 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.

34.2 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. .

**35. Identifying Defects and Correction of Defects**

35.1 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.

35.2 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.

35.3 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.

35.4 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.

### **36. Uncorrected Defects**

36.1 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. If the contractor fails to pay the amount, the same will be made good from their deposits with the department.

*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 58.2(e).*

### **D. Cost Control**

**37. Contract Price** 37.1 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.

**38. Changes in the Contract Price** 38.1 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.

38.2 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.

38.3 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.

### 39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

39.2 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.

39.3 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.

39.4 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.

39.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

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.

39.6 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.

#### **40. Cash Flow Forecasts**

40.1 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.

#### **41. Payment Certificates**

41.1 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.

41.2 The Project Manager shall check the Contractor's monthly statement and within 14 days certify the amount to be paid to the Contractor after considering any credit or debit for the month in question in respect of materials for the works in the relevant amount.

41.3 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.

- 41.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 41.5 The value of work executed shall include the valuation of Variations.
- 41.6 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.
- 42. Payments**
- 42.1 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.
- 42.2 DELETED
- 42.3 DELETED
- 43. Compensation Events**
- DELETED
- 44. Tax**
- 44.1 The rates quoted by the Contractor shall be deemed to be exclusive of the GST, 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.
- 44.2 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.
- 45. Currencies**
- 45.1 All payments shall be made in Indian Rupees.
- 46. Price Adjustment**
- 46.1 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.
- 46.2 DELETED
- 47. Retention**
- 47.1 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.
- 47.2 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.

#### **48. Liquidated Damages**

48.1 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 their 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.

48.2 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 42.1.

#### **49. Bonus**

49.1 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.

#### **50. Advance Payment**

50.1 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.

50.2 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.

50.3 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.

50.4 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**.

#### **51. Securities**

51.1 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.

#### **52. Day works**

DELETED

#### **53. Cost of Repairs**

53.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **E. Finishing the Contract**

#### **54. Completion**

54.1 The Contractor shall request the Chief Engineer to issue a Certificate of Completion of the Works, and the Chief Engineer shall do so upon deciding that the whole of the Works is completed.

#### **55. Taking Over**

55.1 The Employer shall take over the Site and the Works within seven days of the Engineer in Charge's issuing a certificate of Completion.

#### **56. Final Account**

56.1 The Contractor shall submit to 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 **with the approval of Engineer-in-charge** 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 including corrections and additions to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project. 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.

**57. Operating and Maintenance Manuals**

57.1 "As built" Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals shall be supplied by the Contractor by the dates **stated in the PCC**.

57.2 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 57.1, 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.

**58. Termination**

58.1 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.

58.2 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) 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.
- (e) the Contractor does not maintain a Security, which is required.
- (f) 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
- (g) 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 them from the Site.
- (h) The contractor has contravened Clauses 7 and 9 of GCC.
- (i) The contractor does not adhere to the agreed construction program and agreed Environmental & Social Management Plan and fails to take satisfactory remedial action as per

agreements reached in the management meetings [Clause 31 of GCC] for a period of 60 days.

- (j) 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 16.1 and 23.
- (k) 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.
- (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.

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

58.4 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.

58.5 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 58.2 above, the Project Manager shall decide whether the breach is fundamental or not.

**59. Payment  
upon  
Termination**

59.1 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.

59.2 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.

- 60. Property** 60.1 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.
- 61. Release from Performance** 61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 62. Force Majeure** 62.1 As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 62.2, 62.3 and 62.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.
- 62.2 Non-Political Event
- A Non-Political Event shall mean one or more of the following acts or events:
- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
  - (b) any failure or delay of a Sub-contractor but only to the extent caused by another Non-Political Event;
  - (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;
  - (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered

through a site inspection; or

- (e) strikes or boycotts (other than those involving the Contractor, Sub- contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Works for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 62.3;

#### 62.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents construction of the Project Works by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- (d) any failure or delay of a Sub-contractor to the extent caused by any Indirect Political Event;
- (e) any Indirect Political Event that causes a Non-Political Event;

#### 62.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of relevant PCC;
- (b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-Contractors;
- (c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid

cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor or any of the Sub-contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

- (d) any failure or delay of a Sub-contractor but only to the extent caused by another Political Event;

## 62.5 Duty to report Force Majeure Event

62.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 62 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

62.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

62.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 62.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

## 62.6 Effect of Force Majeure Event on the Agreement

62.6.1 Upon the occurrence of any Force Majeure after the Appointed Date, the costs incurred and attributable to such event and directly relating to this Agreement (the “Force Majeure costs”) shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of an Indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Contractor for the Force Majeure events; and
- (c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the Authority to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

62.6.2 Save and except as expressly provided in this Clause 62, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

62.6.3 Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor’s obligations is affected on account of the Force Majeure Event or its subsisting effects.

## 62.7 Termination Notice for Force Majeure Event

62.7.1 If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this clause 62, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to

issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

#### 62.8 Termination Payment for Force Majeure Event

62.8.1 In the event of this Agreement being terminated on account of a Non-Political Event, the Termination Payment shall be an amount equal to the sum payable under Clause 59.

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Representative shall only determine the value of Works associated with Maintenance.

(e) any event or circumstances of a nature analogous to any of the foregoing.

62.8.2 If Termination is on account of an Indirect Political Event, the Termination Payment shall include:

- (a) any sums due and payable under Clause 59; and
- (b) the reasonable cost, as determined by the Authority's Representative, of the Plant and Materials procured by the Contractor and transferred to the Authority for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards;

Provided that in the event Termination occurs during the Maintenance Period, the Authority's Representative shall only determine the value of Works associated with Maintenance.

62.8.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Contractor in an amount that would be payable under Clause 59 as if it were an Authority Default.

#### 62.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

#### 62.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

**63. Suspension of Bank Loan or Credit**

63.1 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.

63.2 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.

**64. Cyber Security**

64.1 Pursuant to the PCC, the Contractor, including its Subcontractors/suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.



## Appendix 1 of General Conditions of Contract

Salient features of major labour and other laws that are applicable to construction industry in India are given as

| S. No | Name of Laws  |
|-------|---|
| 1     | Workman Compensation Act,1923   |
| 2     | Payment of Gratuity Act,1972  |
| 3     | Employees PF and Miscellaneous Provision Act,1952 (since amended)   |
| 4     | Maternity Benefit Act,1961  |
| 5     | Sexual Harassment of Woman at the work place(Prevention, Prohibition and Redressal) Act,2013                                      |
| 6     | Contract Labour (Regulation and Abolition) Act,1970   |
| 7     | Minimum Wage Act,1948   |
| 8     | Payment of Wages Act,1936   |
| 9     | Equal Remuneration Act,1976   |
| 10    | Payment of Bonus Act,1965   |
| 11    | Industrial Disputes Act,1947  |
| 12    | Industrial Employment (Standing Order) Act,1946   |
| 13    | Trade Union Act,1926  |
| 14    | Child Labour(Provision and Regulation )Act,1986   |
| 15    | Inter-state migrant workmen's (Regulation of employment & conditions of services) Act,1979  |
| 16    | The Building and Other Construction works (Regulation of Employment and Conditions of service), Act,1996 and the cess Act of 1996 |
| 17    | Factories Act,1948  |
| 18    | Bonded Labour system (Abolition) Act,1976   |
| 19    | Employer's Liability Act,1938   |
| 20    | The Personal Injuries (Compensation Insurance) Act,1963   |

## Section VIII - Particular Conditions of Contract (PCC)

These particular conditions of contract are to be read in conjunction with general conditions of contract. In case of any variation in particular conditions of contract than general conditions of contract, the provisions in particular conditions of contract shall take precedence

| <b>A. General</b> |  |  |          |                             |    |                          |  |    |                 |  |
|-------------------|--|--|----------|-----------------------------|----|--------------------------|--|----|-----------------|--|
| GCC 1.1 (a)       | a. The Employer is <b>Andhra Pradesh Capital Region Development Authority (APCRDA)</b>   |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (b)       | The Chief Engineer shall mean Chief Engineer – _____ of APCRDA   |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (c)       | The ‘ <b>Engineer in Charge</b> ’ shall mean the <b>Executive Engineer</b> – _____, <b>APCRDA</b> , who is designated as such for the time being, in whose jurisdiction the works lies   |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (j)       | "Commencement Date" or "Start Date" shall be DD.MM.YYYY  |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (k)       | The works shall be completed in all respects and handed over to APCRDA in _____ months from the Start Date.  |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (l)       | “Base Date” shall be DD.MM.YYYY [Bid Publishing Date]  |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (cc)      | The Project Manager is <b>Project Management Consultant (PMC) appointed by APCRDA</b> to act on behalf of <b>APCRDA</b> for the overall supervision, validation, quality / control, progress review and/or any other project related activity.   |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (gg)      | The Site is located at Andhra Pradesh New Capital City, Amaravati and is defined in drawings annexed.  |  |          |                             |    |                          |  |    |                 |  |
| GCC 1.1 (jj)      | The Works consist of:<br><br><b>WORLD BANK &amp; ADB financed Amaravati Capital City Development Program related [INSERT PROJECT NAME] on Lump sum contract (Percentage Tender).</b>   |  |          |                             |    |                          |  |    |                 |  |
| GCC 2.2           | Sectional Completions are: <b>Not Applicable</b>   |  |          |                             |    |                          |  |    |                 |  |
| GCC 2.3 (l)       | The following documents also form part of the Contract: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">S. No.</th> <th style="width: 30%;">Document</th> <th style="width: 65%;">Description of the document</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Construction Methodology</td> <td>Construction methodology given in bid amended as per comments of employer given in letter of acceptance.</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Quality control</td> <td>Quality control procedures and assurance plans given in the bid and amended as per comments of</td> </tr> </tbody> </table> | S. No.   | Document | Description of the document | 1. | Construction Methodology | Construction methodology given in bid amended as per comments of employer given in letter of acceptance. | 2. | Quality control | Quality control procedures and assurance plans given in the bid and amended as per comments of |
| 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. | Contractor's Environmental and Social (ES) Management Plan (C-ESMP) | (i) ES Management Strategies and Implementation Plans; (ii) Labor Influx and Worker's Camp Management Plan including the process for mitigating construction related impacts on local community; and (iii) Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract and (iv) Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) Prevention and Response Obligations  |
| 4  | Code of Conduct for Contractor's Personnel (ES)                     | <p><b>Code of Conduct for Contractor's Personnel (ES)</b></p> <p>The Contractor shall submit its Code of Conduct that will apply to Contractor's Personnel, to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. No substantial modifications shall be made to this form, except that the contractor may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>The code of conduct shall also state that the workers will comply with the following:</p> <ul style="list-style-type: none"> <li>(a) Wearing Personal and Protective Equipment (PPE) in the workplace at all times</li> <li>(b) Non-discrimination in dealing with the local community by race, ethnicity, gender, religion, disability, sexual orientation, gender identity, social or health status</li> <li>(c) Respectful attitude while interacting with the local community</li> <li>(d) Prohibit sexual harassment, particularly towards women and children</li> <li>(e) Prohibit violence, including sexual and/or gender based violence</li> <li>(f) Respecting reasonable work instructions</li> <li>(g) Protection and bidder use of the property</li> </ul> <p>Note: Consultants and all personnel including sub-consultants must sign a document outlining good practices and measures to address SEA/SH risks. Employers must follow minimum requirements and may add additional measures based on environmental and social assessments (see Appendix).</p> |

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|         | 5   | Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) documents | Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration and progress reports:<br>Progress reports should include:<br>a) Gender: Number of female workers, percentage of workforce, and gender issues addressed.<br>b) SEA/SH and Code of Conduct Training:<br>• Number and dates of SEA and SH prevention training events.<br>• Number of workers trained on the Code of Conduct.<br>c) Grievances: Number of SEA and SH allegations received, unresolved grievances, complainant's age and sex, how received, referral details, resolution status, and any required follow-up.<br>d) Compliance: Status of compliance with the SEA and SH prevention and response action plan |
| GCC 3.1 | The language of the contract is <i>English</i> .<br><br>The law that applies to the Contract are the laws of Union of India.<br><br>Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to General Conditions of Contract.  |  |   |
| GCC 4.1 | The Project Management Consultant shall obtain the specific approval of the Employer for the following, but not limited to:<br><br><ul style="list-style-type: none"> <li>- Approving subletting of the Work</li> <li>- Granting claims to the Contractor</li> <li>- Ordering suspension of the work</li> <li>- Determining an extension of time</li> <li>- Waiving off the penalty and arranging the repayment of compensation for delay</li> <li>- Issuing of Variation Order</li> <li>- Ordering any work/test beyond the scope of the Contract</li> <li>- Any amendment in the contract condition</li> <li>- Approval to designs and working drawings</li> </ul><br>The project Manager shall take any decision with prior approval of the Chief Engineer. Any such decision taken without the notice of the Chief Engineer shall be invalid. |  |   |
| GCC 5.1 | The Project Manager <b>shall not</b> delegate any of their duties and responsibilities to other people without prior approval of the employer   |  |   |
| GCC 6.1 | Communications between parties shall be effective only when in writing. A notice shall be effective only when it is delivered (as per the Indian Contract Law)  |  |   |

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| GCC 7.1    | <ul style="list-style-type: none"> <li>- The total value of works to be awarded on sub-contracting shall not exceed _____% [<i>insert work-specific required percentage, not exceeding 50%</i>] of the contract value.</li> <li>- The Employer before awarding of works on sub-contracting shall verify the genuineness of the proposed Sub-Contractor’s qualification and other eligibility criteria.</li> <li>- The extent of sub-contract shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor while issuing the experience certificate.</li> </ul>   |
| GCC 9.1    | <ul style="list-style-type: none"> <li>- The names of the Key Personnel agreed by the Employer shall be furnished by the contractor in a statement separately. The contractor shall also submit CVs of key personnel by proof of qualification and experience within 15 days of the issue of Letter of Acceptance (LoA).</li> <li>- The technical personnel shall be appointed on a full-time basis and shall be exclusively available at the project site for the works specified in the contract. They shall be present at the work site to supervise all materials, works, and quality control activities. The technical personnel shall be readily available to receive instructions from the Engineer-in-Charge whenever required.</li> <li>- If the Contractor is awarded multiple contracts simultaneously, and the same key personnel are proposed for all works in the bid document; the Contractor shall employ separate personnel for each project, of equivalent or more qualification and experience, subject to the approval of the Project Management Consultant (PMC) and the Engineer-in-Charge</li> <li>- If the Contractor fails to employ the required technical personnel, a penalty shall be imposed in accordance with applicable rules or as determined by the Engineer-in-Charge. The penalty shall be deducted from the Contractor's bills.</li> <li>- Should the Contractor fail to employ the required technical personnel, the Employer reserves the right to suspend the works or facilitate engagement of the necessary technical personnel. Any costs incurred by the Employer in facilitating the engagement of such personnel will be borne by the Contractor.</li> </ul> |
| GCC 9.4.18 | <ul style="list-style-type: none"> <li>- The contractor shall designate Chief Project Manager of the Contractor’s Personnel as Grievance Redressal Officer.</li> </ul>  |
| GCC 12.1   | DELETED   |
| GCC 12.2   | DELETED   |
| GCC 13.1   | Add the following in GCC 13.1 “ <b>Monsoon Damages:</b> Damages due to rain or flood for excavation either in cutting or in banks etc shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of de-silting and making good the damages due to rain or 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 14.1 | <ul style="list-style-type: none"> <li>- The Contractor shall procure a comprehensive Contractor All Risk Insurance Policy with coverage equivalent to the contract value. The Engineer-in-Charge shall be named as the primary beneficiary, and the Contractor shall be the secondary beneficiary. A copy of the insurance policy must be submitted to the Engineer-in-Charge for review and approval.</li> <li>- The Contractor shall be solely responsible for and shall indemnify the Department against any and all liabilities arising from or related to the execution of the work. Furthermore, the Contractor shall obtain and submit to the Engineer-in-Charge a third-party insurance policy with a minimum coverage of Rs. 10 lakhs per accident. The Engineer-in-Charge shall be named as the primary beneficiary, and the Contractor shall be the secondary beneficiary.</li> <li>- The Contractor shall periodically provide documentary evidence to confirm the payment of premiums for all insurance policies, ensuring their validity until the completion of the work. Furthermore, the Contractor shall ensure that insurance policies are obtained for the workers of their Sub-Contractors and specialized agencies.</li> <li>- The Contractor, including sub-contractors, shall ensure that all workers and supervisory staff deployed on-site are covered by comprehensive group insurance. The specific details of the insurance coverage provided shall be submitted to PMC and the Engineer-in-Charge by the Contractor or associated agencies within twenty (20) days of the project's commencement date.</li> <li>- Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 15 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge. No work shall be commenced by the Contractor unless the Contractor obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account.</li> <li>- <b>Workmen’s Compensation Insurance:</b> Workmen’s compensation coverage shall be obtained by the Contractor to provide compensation to its personnel/employees engaged in the performance of this contract including personnel /employees of sub-contractors engaged by the contractor in respect of accidents and diseases of occupation and all actions, suits, claims, demands, costs, charges and expenses arising in connection with death or injury as a consequence of such accidents or diseases, whether or not such personnel lie within the scope of the Workmen’s Compensation Act, 1923, or other Applicable Laws. Such coverage shall be maintained in full force and effect during the whole</li> </ul> |

|            |  |
|------------|--|
|            | <p>time that any such personnel are engaged in the execution of the Work and shall provide a waiver of subrogation in favour of Employer and their directors, officers, employees, and agents, where allowed by law.</p> <ul style="list-style-type: none"> <li>- <b>Professional Indemnity Insurance:</b> If Contractor provides professional services and/or design/build Work, Contractor shall effect and maintain a Professional Indemnity Insurance coverage on a claims made basis, for a Policy Limit of design fee. Such policy shall be on a project specific basis, with limits dedicated to Contractor’s Work and not shared with any other work performed by Contractor, have a retroactive date no later than commencement of Work, and remain in full force and effect until 12 months after Final Completion.</li> </ul>   |
| GCC 15.1   | <ul style="list-style-type: none"> <li>- The necessary land for borrow area shall be made available to the Contractor by the Employer for extracting the required gravel for the work, at free of cost for selected earth.</li> <li>- There is a high probability that the bridge over the Krishna River (as part of the Vijayawada Western Bypass) will be completed within the next few months. Upon completion, the selected earth lead given will be downgraded based on the actual distance</li> </ul>  |
| GCC 16.1   | <p>The employer will provide different types and lengths of pipes (DI pipes/GWC pipes/HDPE pipes/HDPE silicore/HDPE 7 way multi duct) to the Contractor at the site free of cost. These pipes are to be transported by the contractor to various locations at their own cost for use. Such pipes should be tested by the Contractor and used for the intended purpose after the necessary technical tests are completed. The BOQs prescribed by the Employer are after accounting for such free pipes available at the site.</p>   |
| GCC 16.2.1 | <p>GCC 16.2.1 include “</p> <ul style="list-style-type: none"> <li>a) The contractor shall implement the mitigation and monitoring measures given in the ESMP to address E&amp;S risks associated with the construction works. The Contractor shall refer to the Environmental and Social Impact Assessment (EIA) of the projects, which is available on the CRDA website at <a href="https://crda.ap.gov.in/">https://crda.ap.gov.in/</a> for further guidance.</li> <li>b) <b>Cost Allocation for E&amp;S Provisions:</b> Any items, activities, or costs already accounted for in the Bill of Quantities (BOQ) or used in calculating the BOQ shall not be claimed from the Environmental &amp; Social (E&amp;S) provisions budget of 1%. The E&amp;S provisions budget must exclusively cover new, additional costs directly related to environmental and social safeguards.</li> <li>c) Payments towards implementation and compliance of C-ESMP will be made as part of the works bill (i.e. equivalent to 1% of the works bill), after duly certified by the PMC and ESMU.</li> </ul> |
| GCC 16.2.2 | <p>GCC 16.2.2 include “</p> <p><b>Grievance Redressal:</b> The contractor shall designate Chief Project Manager as Grievance Redressal Expert.</p> <p>Grievances of frivolous nature and malafide intentions shall not be entertained and the Contractor/PMC/ESMU/officer of PIU/PgMC shall make separate note</p>   |

|          |  |
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|          | of such complaints and report to the Authority.”   |
| GCC 21.1 | <ul style="list-style-type: none"> <li>a) The Employer shall provide the Contractor with possession of the entire Site.</li> <li>b) Notwithstanding the foregoing, if unforeseen circumstances beyond the Employer's reasonable control, such as court orders or other legally binding directives, prevent the Employer from providing possession of the entire Site upon award of the Contract, the Employer may provide possession of a portion of the Site.</li> <li>c) The portion of the Site provided shall be suitable and sufficient to enable the Contractor to commence and perform the Work at the Site.</li> <li>d) The Contractor shall, as necessary, adjust the Work Program to accommodate the phased or partial Site possession.</li> <li>e) No claim of any kind shall be asserted by the Contractor against the Employer for any delay or disruption arising from the inability to provide possession of the entire Site upon award of the Contract or from the phased or partial provision of Site possession</li> <li>f) The Contractor shall, to the extent practicable, specify the portions of the Site to be made available to them, the order in which such portions shall be provided, and the timing for such possession.</li> <li>g) Subject to any express provisions in the Contract regarding the sequence of work execution, the Employer or its duly authorized representative shall, upon issuing a written order to commence the Works, provide the Contractor with possession of such portions of the Site as are reasonably necessary to initiate and proceed with the Works in accordance with any approved Program or, in the absence of an approved Program, in accordance with a reasonable program submitted by the Contractor in writing to the Employer or its duly authorized representative.</li> <li>h) The Employer or its duly authorized representative shall, as the Works progress, continue to provide the Contractor with timely possession of subsequent portions of the Site as may be required to ensure the diligent and expeditious execution of the Works in accordance with the approved Program or the Contractor's reasonable program, as applicable.</li> <li>i) Should the Contractor experience delays or incur additional costs directly attributable to the Employer's or its duly authorized representative's failure to provide Site possession in accordance with the terms of this Clause, the Employer or its duly authorized representative shall grant a commensurate extension of time for the completion of the Works.</li> <li>j) The contractor shall take note of the Resettlement Action Plan (RAP) for this project (which will be provided to the contractor before the commencement of the project) and cooperate with the Employer for implementation of the same. It would, however, be the responsibility of the Employer to implement the said RAP. The contractor is required to ensure that no civil work is commenced or restriction (due to the works) caused to the owner/occupier or user of the land parcel unless compensation and other entitlements are fully paid/provided for the subject land parcel, as per the provisions of the resettlement framework and applicable resettlement plan.</li> </ul> |



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| GCC 22.1 | <p>GCC 22.1 include “The Contractor shall be solely responsible for all costs and expenses associated with obtaining any necessary special or temporary way leases for access to the Site.</p> <p>Furthermore, the Contractor shall, at its own expense, secure and provide any additional off-site accommodation deemed necessary for the proper execution of the Work”</p>   |
| GCC 24.1 | DELETED  |
| GCC 24.2 | DELETED  |
| GCC 25.1 | <p>Modes of Settlement of claims/ disputes &amp; place of exclusive jurisdiction:</p> <p>If any claim, dispute or disagreement of any kind whatsoever arises between the contractor and the employer, in connection with or arising out of or touching upon this Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination, or execution, whether before or after the termination, abandonment or breach of this Contract (“Dispute”), the Parties will seek to resolve the Dispute by mutual consultation within 15(fifteen) days from the occurrence of such Dispute and written representation given for it on behalf of the employer to the contractor or by the contractor to the employer, Lenin Centre, Governor pet, Vijayawada, AP. If the Parties fail to resolve the Dispute by mutual consultation within said 15 days’ time, then, the provisions of Clause below will apply.</p> <p>SETTLEMENT OF CLAIMS:</p> <p>All disputes or difference arising of or relating to the Contract shall be referred for Evaluation and Negotiation as follows:</p> <p>a) Claims up to a value of Rupees 10,000/- by Superintending Engineer, APCRDA</p> <p>b) Claims above Rs. 10,000/- and up to Rupees 50,000/- by Chief Engineer, APCRDA</p> <p>c) Settlement of Claims above Rs. 50,000/- Appellate Authority.</p> <p>In the event of failure to resolve the dispute by the Superintending Engineer and / or Chief Engineer of APCRDA within the said 15 days of bringing it to their notice respectively, such disputes shall be referred to the Appellate Authority for resolution. The Appellate Authority for the purpose of this contract is the Secretary, MA&amp;UD, Government of Andhra Pradesh may seek technical advice from the independent technical advisor.</p> <p>The Appellate Authority shall have exclusive jurisdiction to hear and resolve any disputes between the parties, and its decision shall be binding and final, subject to any legal rights of appeal.</p> <p>If any Dispute is not resolved by the Parties within 15(fifteen) days of the appeal to the Appellate Authority, the contractor has to approach a Civil Court</p> |

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|                        | of competent jurisdiction by way of Civil suit and not by arbitration.  |
| GCC 26.1               | The World Bank and ADB require compliance with their Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in as set forth in Appendix 3 to the Agreement.   |
| <b>B. Time Control</b> |   |
| GCC 27.1               | Within 14 days of signing the agreement, the Contractor shall submit to the Project Manager for approval, a revised Program (revising the program given along with the bid) including Environmental & Social Management Plan (to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project) showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.  |
| GCC 27.3               | <ul style="list-style-type: none"> <li>- Within fourteen (14) days of signing the Agreement, the Contractor shall submit a detailed Work Program outlining the proposed sequence of work execution, anticipated monthly progress, and a schedule for the procurement of materials, plant, and machinery. If the contractor does not submit the work plan within 14 days of signing the agreement, the work program submitted while bid submission will be considered as the baseline and first submission of the contractor.</li> <li>- This Work Program shall be presented in Critical Path Method (CPM) or Program Evaluation and Review Technique (PERT) format and shall demonstrate a realistic and achievable path to complete the entire Works within the Contract Time, while adhering to any Milestone Program specified in the Contract Documents.</li> <li>- The Contractor shall obtain the prior written approval of the Employer or its designated Project Manager for the initial Work Program.</li> <li>- The Contractor shall maintain and update the Work Program on an ongoing basis to reflect actual progress.</li> <li>- If the Contractor deems it necessary to revise the Work Program, they shall submit a revised program with sufficient advance notice to the Employer or Project Manager.</li> <li>- The revised program shall incorporate all necessary modifications and shall be subject to the prior written approval of the Employer or its Project Manager.</li> <li>- No revised Work Program shall be implemented without such prior written approval.</li> <li>- The Works shall be programmed to achieve the Milestones as defined in the "Rate of Progress" section of the Contract Documents.</li> <li>- The Contractor shall develop and submit a Milestone Program for approval by the Employer.</li> <li>- The Milestone Program shall outline the key stages of progress and shall include detailed scheduling for each sub-component or stage within each Milestone.</li> <li>- The Contractor shall utilize modern and state-of-the-art Project Monitoring and Scheduling software tools, such as Primavera P6 or other comparable software, to develop and maintain Micro-level planning and scheduling for all sub-components and stages of the Works.</li> </ul> |

The Contractor shall maintain a consistent and expeditious rate of progress throughout the duration of the Works. The date of commencement of the Works shall be the date of execution of the Contract Agreement. The Contractor may propose an accelerated work program for early completion of the entire Works. The Employer encourages the Contractor to strive for a rate of progress that exceeds the minimum requirements outlined below:

**Work programme of achieving the milestones (Statement)**

| <b>Mile stone No.</b> | <b>Period from the date of signing agreement</b> | <b>Percentage of Financial Progress to be achieved</b> | <b>Percentage of Financial Progress to be achieved (Cumulative)</b> |
|-----------------------|--|--|---|
| Milestone-1           | End of 3 <sup>rd</sup> Month                     |  |   |
| Milestone-2           | End of 6 <sup>th</sup> Month                     |  |   |
| Milestone-3           |  |  |   |
| Milestone-N           |  |  |   |

*Note: The percentage of work to be completed is based on the contract lump sum amount.*

GCC 27.4

GCC 27.4 shall be read as

“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 Employer/Project Manager again at any time for their approval.

The Employer/Project Manager can, without any way violating this contract, or forming grounds for any claim, alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Engineer-in-Charge within 7 days of directions to alter the order of progress of works.

GCC 27.5

GCC 27.5 also include “The Contractor shall prepare and submit to ESMU detailed progress reports on the project's Environmental, Health, and Safety (EHS) and Occupational Health and Safety (OHS) performance. These reports shall be submitted monthly and shall include, but not be limited to, the following:

- Environmental and Social (E&S) Performance: A detailed report on the project's compliance with applicable E&S standards, regulations, and the Project's Environmental Social Management Plan (ESMP) including:
  - o Progress on mitigation measures and monitoring activities
  - o Identification and management of potential E&S risks and impacts
  - o Stakeholder engagement and grievance redressal mechanisms
  - o Occupational Health and Safety (OHS) Performance: A detailed report on the project's OHS performance, including:

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|          | <ul style="list-style-type: none"> <li>○ Accident and incident reporting and investigation</li> <li>○ Implementation of OHS management systems and procedures</li> <li>○ Training and awareness programs for workers</li> <li>○ Emergency response plans and drills</li> <li>- Sexual Exploitation and Sexual Harassment (SEA&amp;SH) Prevention and Response: A detailed report on the project's SEA&amp;SH prevention and response efforts, including: <ul style="list-style-type: none"> <li>○ Implementation of SEA&amp;SH policies and procedures</li> <li>○ Training and awareness programs for all project personnel</li> <li>○ Reporting and investigation of SEA&amp;SH incidents</li> <li>○ Grievance mechanisms and support services for victims.</li> <li>○ Status of overall Compliance of SEA/SH Prevention and Response Action Plan.</li> </ul> </li> </ul>  |
| GCC 28.1 | <p>GCC 28.1 includes”</p> <ul style="list-style-type: none"> <li>- If the Contractor encounters any of the following circumstances: <ul style="list-style-type: none"> <li>○ <b>Extra or Additional Work:</b> The need to perform extra or additional work of any kind, for any cause or reason.</li> <li>○ <b>Delays:</b> Delays beyond the Contractor's reasonable control, such as: <ul style="list-style-type: none"> <li>▪ <b>Exceptional Adverse Climate Conditions:</b> Unforeseeable and exceptional adverse weather conditions.</li> <li>▪ <b>Other Special Circumstances:</b> Other unforeseen circumstances beyond the Contractor's reasonable control and not attributable to the Contractor's negligence or breach of contract.</li> </ul> </li> </ul> </li> </ul> <p>which reasonably justify an extension of time for the completion of the Works, including the achievement of any Milestones as stipulated in Clause 27.6, the Contractor shall, within twenty-eight (28) days of the occurrence of such circumstance, or as soon thereafter as practicable, submit a written request for an extension of time to the Employer or its designated representative. This request shall include full and detailed particulars of the circumstances giving rise to the claim for an extension of time. The Employer or its designated representative shall review and approve or deny the requested extension of time.</p> <ul style="list-style-type: none"> <li>- Extensions of Time for reasons attributable to the Contractor shall be granted, if at all, as follows: <ul style="list-style-type: none"> <li>○ <b>Up to Six Months:</b> The Employer or its designated representative shall have the authority to grant extensions of time up to a maximum of six (6) months.</li> <li>○ <b>Beyond Six Months:</b> For extensions of time exceeding six (6) months, the approval of the next higher authority within the Employer's organization shall be required.</li> </ul> </li> </ul> <p>In all cases, the granting of an Extension of Time is subjected to the imposition of liquidated damages in accordance with the terms of this Contract.</p> |
| GCC 29.1 | DELETED   |
| GCC 29.2 | DELETED   |

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| GCC 30.1 | <p>a) The Employer or its duly authorized Representative may, in writing, instruct the Contractor to adjust the pace of work, including slowing down or temporarily halting any part or all of the Work, for any reason deemed necessary by the Employer. The Contractor shall promptly comply with such written instructions from the Employer or its Representative. Compliance with such instructions shall not entitle the Contractor to any claim for compensation for any resulting delays or costs. However, such delays ordered by the Employer or its Representative will be considered when evaluating requests for extensions of time submitted by the Contractor.</p> <ol style="list-style-type: none"> <li>i. No additional compensation will be paid to the Contractor for delays ordered by the Employer or its Representative.</li> <li>ii. Delays ordered by the Employer or its Representative that exceed a cumulative total of thirty (30) days shall require the prior written approval of the Employer.</li> </ol> <p>b) If, at any time, the Employer or its duly authorized Representative determines that the Contractor is:</p> <ol style="list-style-type: none"> <li>i. <b>Delaying Commencement of the Work:</b> Failing to commence the Work within the agreed-upon timeframe.</li> <li>ii. <b>Violating Contract Provisions:</b> Failing to comply with any of the provisions of the Contract Agreement.</li> <li>iii. <b>Neglecting or Delaying Progress of the Work:</b> Failing to maintain the rate of progress as specified in the Contract Documents (including the "Rate of Progress" section).</li> </ol> <p>The Employer or its duly authorized Representative shall issue a written notice to the Contractor advising of the non-compliance and demanding immediate corrective action. If the Contractor fails to comply with the demands of the Employer within seven (7) days of receiving the written notice, the Employer may take appropriate action, including but not limited to:</p> <ul style="list-style-type: none"> <li>- <b>Forfeiture of Earnest Money:</b> Forfeiture of the entire amount of the Earnest Money Deposit.</li> <li>- <b>Withholding Payments:</b> Withholding payments for work completed but not yet paid for.</li> <li>- <b>Termination of Contract:</b> Termination of the Contract in accordance with the provisions of Clause 60A of PS to APDSS.</li> </ul> <p>The specific actions taken by the Employer will depend on the severity and nature of the Contractor's breach of contract.</p> <p>c) If, at any time, the Employer or its duly authorized Representative determines that the Contractor is:</p> |
| GCC 31.1 | <ul style="list-style-type: none"> <li>- The Meeting place shall be <b>APCRDA office</b></li> <li>- <b>Monthly Review Meetings:</b> Shall be attended by Project - in - charge and the Management Representative who can take independent decisions along with PMC and APCRDA. <ul style="list-style-type: none"> <li>o Agenda</li> </ul> </li> </ul>   |

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|                           | <ul style="list-style-type: none"> <li>○ Progress Status/Statistics.</li> <li>○ Completion Outlook.</li> <li>○ Major hold ups/slippages.</li> <li>○ Assistance required.</li> <li>○ Critical issues.</li> <li>○ Any decision on queries raised either by Contractor/PMC.</li> <li>○ Anticipated cash flow requirement for next two months.</li> </ul>  |
| <b>C. QUALITY CONTROL</b> |  |
| GCC 33.1                  | <p><b>Quality Policy:</b></p> <ul style="list-style-type: none"> <li>• <b>High-Quality Materials and Workmanship:</b> All materials, equipment, tools, and plant used in the Works shall be of the highest quality and shall conform to the specifications.</li> <li>• <b>Compliance with Standards:</b> The Contractor shall adhere to the requirements for materials and workmanship as outlined in the "Materials and Workmanship" section of the Andhra Pradesh Standard Specifications. All materials shall conform to the latest relevant Indian Standard (IS) Specifications and other approved codes and standards.</li> </ul> <p><b>Quality Plan:</b></p> <ul style="list-style-type: none"> <li>• <b>Development and Submission:</b> The Contractor shall develop a comprehensive Quality Plan based on the principles of ISO 9001:2015 (or the latest applicable version of the ISO 9001 standard). This Quality Plan shall be submitted to the Employer or its duly authorized Representative for approval prior to the commencement of the Works.</li> <li>• <b>Approved Materials List:</b> The Contractor shall utilize only those materials that are included in the approved list of materials, makes, and suppliers provided by the Employer. The Employer reserves the right to insist on the use of specific materials from this approved list.</li> </ul> <p><b>Independent Laboratory Testing:</b> All tests required to be conducted in independent laboratories shall be performed at laboratories accredited by a recognized national accreditation body and equipped with instruments traceable to national standards. The laboratory reports shall clearly indicate the calibration status and traceability to national standards of all equipment used for testing.</p> <p><b>Quality Control Inspections:</b></p> <p>In addition to routine inspections conducted by the Engineer and the project staff responsible for construction oversight, the work shall be subject to independent inspections by:</p> <ul style="list-style-type: none"> <li>• The Executive Engineer</li> <li>• The designated Quality Control Circle</li> <li>• The State or District Level Vigilance Cell Unit</li> <li>• Any other authorized external agency as may be determined by the Employer.</li> </ul> |

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|          | <p>If any inspections reveal sub-standard work, instances of excess payments, or discrepancies in measurement books or other relevant project records, appropriate corrective actions shall be taken. These actions shall be implemented and overseen by the Engineer-in-Charge and Project Manager</p> <p><b>Quality Audit:</b></p> <ol style="list-style-type: none"> <li>i. The Department may engage external agencies for conducting quality audit in which case the following methodology would be adopted:</li> <li>ii. The external agencies shall conduct quality control tests as per the standard procedures in the presence of Construction and Quality Control Engineers and the Contractor.</li> <li>iii. The observations of the external agencies on the quality of work should be recorded then and there and signatures of all the concerned obtained as a token of acceptance of the observations.</li> <li>iv. If any sub-standard materials, work or workmanship is noticed, action will be taken based on their observations, and these will be affected by the Engineer- in-charge and Project Manager of the execution of the work.</li> </ol> <p>For all works costing more than Rs.2.00 Crores the Contractor shall submit Project quality plan and also show proof of owning quality lab.</p>   |
| GCC 34.1 | <p>The Contractor shall establish a field laboratory with a minimum area of 80 square meters for the purpose of conducting material testing. The Contractor shall equip the field laboratory with all necessary testing equipment as specified in Works requirements of the Contract Documents.</p> <p>If the Engineer-in-Charge determines that additional testing is required to verify the quality or integrity of any work, the Contractor shall conduct such testing. The Contractor shall be responsible for all costs associated with any additional testing requested by the Engineer-in-Charge.</p> <ul style="list-style-type: none"> <li>• <b>Material Testing:</b> <ul style="list-style-type: none"> <li>○ The Contractor shall be responsible for the testing of all materials procured for the Works, including raw materials and construction materials.</li> <li>○ Testing shall be conducted as per the frequencies specified in the Andhra Pradesh Standard Specifications.</li> <li>○ All testing costs shall be borne by the Contractor.</li> <li>○ Materials shall only be used in the Works after the Employer or its duly authorized Representative has reviewed and approved the test results.</li> <li>○ The Contractor shall maintain accurate and complete records of all test results and make them readily available for inspection by the Employer or its duly authorized Representative.</li> </ul> </li> <li>• <b>Material Procurement and Testing:</b> The Contractor shall procure all necessary materials well in advance of their use. All materials shall undergo rigorous testing as per the approved Quality Plan. No material shall be used in the Works unless it has passed all required tests and inspections as per the established acceptance criteria.</li> </ul> |

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| GCC 35.3 | <p>The Defects Liability Period is: [ ] Months. Wherever applicable and upon instructions from the authority the Contractor shall furnish the manufacturers written warranty for the maximum available period in favour of the authority against respective trades for the defective materials and/or poor workmanship. The commencing date of the warranty shall be the date of the practical completion of the Works Contract.</p>  |
| GCC 36.1 | <p><b>Defect Rectification:</b> If the Contractor fails to rectify a defect within the timeframe specified in the Employer's written notice, the Engineer-in-Charge shall assess the cost of rectifying the defect. The Contractor shall be liable to pay the Employer the assessed cost of rectifying the defect.</p> <p>Alternatively, the Employer may deduct the assessed cost of rectification from any outstanding payments to the Contractor, including but not limited to the Security Deposit.</p> <p><b>Quality Control Checks and OK Cards:</b></p> <p>The Employer or its duly authorized Representative shall implement a system of "OK Cards" for all major components of the Work.</p> <p>The format and procedures for the use of OK Cards shall be prescribed by the Employer.</p> <p>The Contractor or its authorized representative shall:</p> <ul style="list-style-type: none"> <li>• Initiate the OK Card process for each major component of the Work.</li> <li>• Complete the relevant sections of the OK Card.</li> <li>• Submit the completed OK Card to the construction supervision staff for initial inspection and approval.</li> </ul> <p>The construction supervision staff shall inspect the relevant work item and forward the OK Card to the Employer's Quality Control staff for final inspection and approval.</p> <p>Any defects identified during inspections by either the construction supervision staff or the Quality Control staff shall be promptly rectified by the Contractor.</p> <p>The Contractor shall document all corrective actions taken on the back of the corresponding OK Card.</p> <p>The Employer or its duly authorized Representative may implement a system of checklists for various aspects of the Work. These checklists shall be maintained in bound registers by the construction supervision staff. The Contractor shall be responsible for initial completion of these checklists, and subsequently, the Construction and Quality Control Engineers shall review and verify the information provided by the Contractor.</p> <p>If the rectification of any defects or damages impacts the overall performance of the Works, the Engineer-in-Charge may require the Contractor to repeat</p> |



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|                        | <p>any of the tests specified in the Contract, including Tests on Completion and/or tests conducted after completion. The Engineer-in-Charge shall issue a written notice to the Contractor within twenty-eight (28) days of the rectification of the defect or damage, specifying the required re-tests.</p> <p>These re-tests shall be conducted in accordance with the same procedures and standards as the original tests, except that they shall be carried out at the sole cost and risk of the Contractor.</p>   |
| GCC 38.1               | DELETED   |
| GCC 38.2               | DELETED   |
| GCC 38.3               | DELETED   |
| <b>D. COST CONTROL</b> |   |
| GCC 39                 | <p>GCC 39 shall be read as “</p> <ul style="list-style-type: none"> <li>a) The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.</li> <li>b) The payment of rates for supplemental items of work will be regulated as under, Supplemental items directly deducible from similar items in the original agreement. <ul style="list-style-type: none"> <li>i. The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labor between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.</li> <li>ii. For Similar items but the rates of which cannot be directly deduced from the original agreement, the rates will be worked out from Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.</li> <li>iii. If the rate for Variation item cannot be determined in the manner specified in (i) &amp; (ii) above, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Employer/Employer’s representative the rate which they propose to claim, supported by analysis of the rates. The Employer/Employer’s representative shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor and approval from <b>Competent Authority/Technical Committee III</b> will be taken. As far as possible, the rate analysis shall be based on the standard data book and Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted. The decision of the <b>Competent Authority/Technical Committee III</b> on the rate so determined shall be final and binding on the Contractor.</li> </ul> </li> </ul> <p><i>Note: It may be noted that the term Estimate Rate used above</i></p> |

*means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.*

- c) **Extra Items/additional item:** Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Employer/Employer's representative. The rates for extra items shall be worked out by Employer/Employer's representative as per the conditions of the Contract and the same are binding on the Contractor.
- d) The contractor shall before the 15th day of each month, submit in writing to the **Employer/Employer's representative** a statement of extra quantities they have executed during the preceding month so as to seek approval of competent authority. Similarly, in case of new items, principle approval of **Competent Authority/Technical committee III** shall be taken before execution.
- e) Should the Government, at any time during the execution of this contract, issue any order, directive, or enactment that subsumes the rates of items in the Bill of Quantities (BOQ) or modifies statutory provisions affecting the execution of the work, including but not limited to changes in taxes, duties, labour rates, material costs, or other legal requirements, the parties agree that the Contract Price may be subject to such adjustment to include equitable adjustment to the BOQ rates.

**Entrustment of additional items:**

- i. Wherever additional items are to be entrusted to the original contractor, the Chief Engineer is empowered to entrust works initially to contractor without calling for tenders with the approval of **the higher authority**.
- ii. Entrustment of the additional items will be authorized by the Chief Engineer up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.
- iii. Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by the employer after the tender is accepted. The Chief Engineer being the authority next higher to the Executive Engineer, who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on their own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

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|        | <p><i>Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule</i></p>   |
| GCC 41 | <p><b>GCC 41 shall be read as “</b></p> <p><b>Payments and Certificates:</b></p> <ol style="list-style-type: none"> <li>i. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Engineer-in-Charge, and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due fulfillment of the contractor under the certificate to be issued by the Engineer-in-Charge. On completion of the entire works the contractor will receive the final payment of all the moneys due or payable to them under or by virtue of the contract except earnest money deposit retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor after completion of defect liability period after making all defects made good according to the true intent and meaning thereof as per clause 68 of PS to APDSS.</li> <li>ii. Payments towards implementation and compliance of C-ESMP will be made as part of the works bill, proportionate to 1% of ESMP provision, after duly certified by the PMC and ESMU.</li> <li>iii. In case of over payments or wrong payments if any made to the contractor due to wrong interpretation of the provisions of the contract, Andhra Pradesh Standard Specifications or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time thereafter from the deposits available with the Government.</li> <li>iv. Any recovery or recoveries advised by the employer, due to non-fulfillment of any contract entered with them by the contractor shall be recovered from any bill or deposits of the contractor.</li> <li>v. No claim shall be entertained, if the same is not represented in writing to the Engineer- in-Charge within 15 days of its occurrence.</li> <li>vi. The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.</li> </ol> <p><b>Intermediate Payments:</b></p> <ol style="list-style-type: none"> <li>i. Stage payments for supply items for pipes will be made @ 65% of BOQ rate. The stage payment for these pipes will be made based on the half-yearly work schedule proposed by contractor and approved by competent authority to the extent required for the work scheduled for the half-year. The stage payment for the subsequent half-year will be made subject to the condition that the pipes for which stage payment made in the preceding half-</li> </ol> |

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|          | <p>year are consumed or laid at least 50% of the pipes.</p> <ul style="list-style-type: none"> <li>ii. On completion of laying and jointing true to the alignment and gradient, 25% of the amount shall be released.</li> <li>iii. On completion of hydraulic field testing and refilling with excavated soils, the balance 10% will be released.</li> <li>iv. Recovery towards useful materials like earth, stone etc recovered from earthwork excavation: Recovery shall be made from the bills payable to the contractor towards the value of useful materials like sand, stone, clay, ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, either useful for reuse on the work or elsewhere.</li> <li>v. The fixed budget provision towards execution of E&amp;S, SEA/SH requirements will be the same as the value estimated in the BoQs and will not be subject to any revisions. This amount will be paid proportional to work done along with each bill raised.</li> </ul>   |
| GCC 42.1 | <ul style="list-style-type: none"> <li>a) Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any officer of the department not lower in rank than an Assistant Engineer and check measured by any officer not lower in rank than a Deputy Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the works spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorised agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or their authorised representative the department shall not entertain any claim from the contractor for any loss incurred by them on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and their authorized agent and check measure them even in the absence of the contractor.</li> <li>b) <b>Interest on Payment due to the Contractor:</b> No omission by the Executive Engineer or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears, nor upon any balance which may, on the final settlement of their accounts, found to be due to them.</li> </ul> |
| GCC 44.1 | <ul style="list-style-type: none"> <li>a) The percentage quoted by the contractor shall be deemed to be exclusive of all GST, NAC &amp; Seigniorage charges for relevant materials which will be calculated and paid by the Employer to the concerned department of Government of AP at the time of payment of bills to the contractor.</li> </ul>  |

- b) Composite supply of works contract GST as defined under GST Act, 2017 which is at present 18 %( GST) on value of work done will be paid to the contractor. If there is any variations the same shall be complied.
- c) **Seigniorage Charges:** Seigniorage charges will be calculated as per rules based on the theoretical requirement of materials at the following present rates.

| S. No. | Material                  | Seigniorage    |
|--------|---------------------------|----------------|
| 1      | Sand                      | -----          |
| 2      | Metal, Stone Crusher Dust | Rs.90.00 / Cum |
| 3      | R.R.stone for masonry.    | Rs.90.00 / Cum |
| 4      | Revetment stone           | Rs.90.00 / Cum |
| 5      | C.R. stone.               | Rs.90.00 / Cum |
| 6      | Gravel / Earth            | Rs.45.00 / Cum |

As per G.O Ms No. 37 dt. 15.03.2024 of INDUSTRIES & COMMERCE (M.III) DEPARTMENT,

The below shall be added to the bill value along with seigniorage charges:

- Extra @ 100% on Seigniorage Charges towards consideration amount
- Extra @ 2% on Seigniorage Charges towards MERIT
- Extra @ 30% on Seigniorage Charges towards DMF

The rates are liable to be revised and amended from time to time by the State Government, by notification in the 'Andhra Pradesh Gazettee'. Seigniorage charges will be calculated as per rates prevailing at the time of execution.

GCC 44.2

**Income Tax:**

- During the currency of the contract, deduction of Income Tax at source shall be made from the gross value of each bill of the contract, as per the directives of CBDT/Government of India.
- The contractors staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the Laws and regulations for the time being in force and the contractor shall perform such duties in regard to such deductions there of as may be imposed on them by such laws and regulations.

**Goods and Service Tax (GST) on works contract:**

- The percentage quoted by the contractor is exclusive of Goods and Service Tax (GST) but inclusive of other taxes on all materials that the contractor will have to purchase for performance of this contract.
- GST component loaded in Part 'B' of the estimate will be reimbursed in each bill of the contractor.
- The contractor should produce a valid GST Clearance Certificate before the payment of the final bill, otherwise payment to the contractor will

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|          | <p>be withheld.</p> <ul style="list-style-type: none"> <li>- Any revision in Tax rates will be implemented as per rules from time to time.</li> </ul> <p>TDS will be effected as per the norms.</p> <p><b>Labour Cess:</b></p> <p>As per the Building and other Construction Workers Welfare CESS Act, 1996, Section 3 of CESS Act, read with rule 4(3) of the cases rules and in accordance with S.O.No.2899, dt.28-03-1996 of Government of India, 1% CESS will be deducted from the bills payable to the contractor.</p> <p><b>Institute of National Academy of Construction.</b></p> <p>An amount of 0.10 % of the gross bills will be deducted from contractors as their contributions to the National Academy of construction, Hyderabad. (As per G.O.MS No 27 T R&amp;B (Roads- III) Department Dated 29-6-2015</p>  |
| GCC 46.1 | <p>GCC 46.1 shall be read as “</p> <p>The Price Adjustment shall be applicable as under:</p> <ol style="list-style-type: none"> <li>i. Price adjustment shall apply only for work carried out within the stipulated time or extensions granted by the employer for the reasons attributable to the employer. It shall not apply to work carried out beyond the stipulated time with extension granted by the employer for reasons attributable to the Contractor. The price adjustment shall be determined during each quarter from the formulae as detailed herein after.</li> <li>ii. price adjustment is applicable (both positive &amp; negative) as per G.O Ms. No.62/water resources (reforms) department dated:30.11.2021 Price adjustment triggers only when the variation is beyond +/- 5% only. Price adjustment applicable for all the works of Rs. 40 lakhs and above and the original contract period is agreement 6 months or more. The Tender percentage (either + or – ) shall not be applied to the price adjustment amount worked out.</li> <li>iii. In Respect of fuels the rates prevailing in the nearest fuel station/Stations to work spoton the last day of filing the bids will be adopted as base rates. Any increase/decreasebeyond +/- 5% over the base rates will be compensated/ recovered in accordance with the G.O specified in point (ii) above.</li> <li>iv. The price adjustment shall be applicable with in original contract period or extended on grounds of the departmental delays and with valid reasons and shall not be applicable to the extensions granted on account of the Contractor’s faults. Price adjustment shall be applicable for components of works actually carried out during theperiod of the bill.</li> <li>v. The price adjustment shall not be allowed where liquidated damages are levied and extension of time granted for reasons attributable to the Contractor</li> </ol> |

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|          | Price adjustment shall be made as per GO MS 62 dt 30.11.2021 of Water resources (Reforms) Department.”  |
| GCC 47.1 | <p>i. The department shall retain from each payment due to the contractor @ the rate of 7.5% of bill amount until completion of the whole of the Works.</p>   |
| GCC 47.2 | <p>The Clause shall be read as -</p> <p>i. On completion of the whole of the works out of total amount retained (i.e.,7.5%) 5% will be re-paid to the contractor and balance (i.e.,2.5%) when the Defects Liability Period has passed and the Engineer-in-Charge has certified that all the Defects notified by the Engineer-in-Charge to the Contractor before the end of this period have been corrected.</p> <p>ii. The retention amount in excess of 2.50% of value of work done shall be released against unconditional B.G/Insurance Surety Bond in multiples of Rs.25 Lakhs (in respect of contracts of Rs.100 Crores and below ) / Rs.50 Lakhs (in respect of contracts of above Rs.100 Crores), if the rate of progress is maintained. The unconditional irrevocable B.G shall be for the period till the final bill is paid. In the final bill 2.50% of value of work done is to be retained and kept under deposits. The same shall be paid after defect liability period.</p>   |
| GCC 48.1 | <p>i. If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the PMC too slow to ensure completion by the prescribed time or extended time for completion <b>PMC</b> shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the <b>PMC</b> may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the <b>PMC</b> under this clause the contractor shall seek the <b>PMC permission</b> to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.</p> <p>ii. If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual milestones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the <b>PMC</b> may without prejudice to any other method of recovery <b><u>will deduct Rs 50/- per lakh per day of unfinished value of work for period of delay respective milestone financial programme value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value</u></b> as damages due from the contractor from any monies in their hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from their obligation to complete the works, or from any other of their obligations and liabilities under the contract.</p> |

iii. The liquidated damages for the whole of the work will be filled up at the time of concluding agreement.

| <b>Mile stone No.</b> | <b>Period from the date of signing the agreement</b> | <b>Minimum percentage of financial progress to be completed (Cumulative)</b> | <b>Liquidated damages amount in Rupees perday</b>   |
|-----------------------|--|--|---|
| For the Milestone-1   | End of 3 <sup>rd</sup> Month                         |  | Rs 50/- per lakh per day of unfinished value of work for period of delay which is short fall for that respective milestone financial programme value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value |
| For the Milestone-2   | End of 6 <sup>th</sup> Month                         |  |   |
| For the Milestone-3   | End of 9 <sup>th</sup> Month                         |  |   |
| For the Milestone-4   | End of 12 <sup>th</sup> Month                        |  |   |
| For the Milestone-5   | End of 15 <sup>th</sup> Month                        |  |   |
| For the Milestone-6   | End of 18 <sup>th</sup> Month                        |  |   |

The maximum amount of liquidated damages for the whole of the works is **ten percent of final contract price.**

GCC 48.1

GCC 48.1 to also include the below, over and above the liquidated damages

**Penalties for Non-Compliance of C – ESMP**

**Contractor's Responsibilities:**

- Implement all assigned mitigation measures as per the ESMP and contract documents.
- Address grievances raised by the public during project implementation.
- Undertake regular reporting to the Project Management Consultant (PMC) and ESMU.

**Non Compliances in Contractor's Responsibilities:**

- Any Non compliances in implementing the above responsibilities will attract penalties as detailed in the clause.

**Major Non Compliances:**

- Failure to obtain clearances/permissions/NoC/Registrations/Consent under statutory environment and labour regulations.
- Unaddressed public complaints within the Contractor's scope, formally



|          |  |
|----------|--|
|          | <p>registered and communicated, within the time period set by PMC/ESMU.</p> <ul style="list-style-type: none"> <li>• Inadequate safety arrangements or compromising occupational safety/serious hazards posing high risk levels to lives of personnel on site or conditions leading to possible suspension of work until safety is ensured, significant degradation of environment and continuous disturbances in settlements as determined by PMC/ESMU.</li> <li>• Reoccurrence of any minor non-compliances.</li> </ul> <p>All non-compliances, which are not major lapses, will be categorized as minor lapses.</p> <p><b>Penalty for lapses:</b></p> <p>An amount of minimum Rs.10000 and Rs.10 lakhs for each minor non-compliance with C-ESMP and minimum Rs. 10 lakhs and maximum Rs.50 lakhs for all major non-compliances with C-ESMP in the part bill shall be withheld. The amount shall be released only if the identified non compliances are rectified within the duration specified by the ESMU/PMC. Duration specified shall consider the environmental damage/risks associated with non-compliances. Such specified duration shall not be more than 15 days. The penalty decided for non-compliances shall have a rationale and be judicious.</p> <p>Reoccurrence of the minor non-compliances shall be treated as major lapse.</p> <p>Reoccurrence of all major non compliances, a penalty of Rs. 50 lakhs shall be levied for each such non-compliance.</p> |
| GCC 49.1 | DELETED  |
| GCC 50   | <p>GCC 50 shall be read as “</p> <p>A) The contractors for works exceeding more than Rs.1.00 Crore of estimated cost are permitted to avail the facility of mobilization advance up to 10% in installments for the value of the contract against an unconditional and irrevocable bank guarantee of 110% in terms of G.O Ms. No. 94 dt.1.7.2003, G.O. Ms. No.267 MAUD dt.9.8.2018, G.O Rt No. 1474 MAUD dt.12.12.2007 and GO MS No. 57 Dt. 27-11-2024 of Water resources (Reforms) Department.</p> <p>Mobilization advance towards labour can be availed in 2 installments within a period of 25% of Agreement period or 6 months, whichever is earlier. Thereafter, the agency can not avail the facility.</p> <p style="padding-left: 40px;">a) 1% after conclusion of agreement.</p> <p style="padding-left: 40px;">b) The remaining 4% in after commencement of work.</p> <p>Mobilization advance towards new machinery and equipment/ material procured not exceeding 5% of the contract value can be availed within 50% of Agreement period (or) 1 year whichever is earlier. Thereafter, the agency cannot avail the facility. The mobilization advance is payable for the new machinery purchased after the date of conclusion of the agreement.</p> <p>Interest is to be levied till the entire mobilization advance is recovered even beyond Agreement period also</p>   |

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|          | <p>B) The above advance shall bear an interest of one year MCLR of State Bank of India. The interest paid on the advance is chargeable from the date advance is paid. However, if completion is delayed by circumstances beyond control of the Contractor for which an extension of time has been granted the interest charges on such advances shall be waived for the period of Construction.</p> <p>C) The value of Advance Bank Guarantee given by the Contractor can be progressively reduced by the amount repaid by the Contractor.</p> <p>D) The recovery of advance from part bills shall commence in the next immediate payment following that in which the total of all such payments to the contractor have reached 10% of contract value as specified in the agreement.</p> <p>E) The first recovery of the Advance shall commence from such part bill (as stated in (a) above) @ 20% as specified in the agreement calculated on the value of work done and paid for (upto that part bill) along with interest payable upto that date, further recovery of Advance and interest (calculated on the balance as end of previous bill) in subsequent bills shall be made at the percentage prescribed.</p> <p>F) In any case, it should be seen that the entire advance is recovered before the expiry of the original time for completion of the work and by the end of 80% work done value whichever is earlier.</p> <p>G) While calculating the interest on the advance / balance of advance from time to time, the actual date of issue of cheque for advance / of payment of previous bill wherein part of advance plus interest was recovered shall be considered, and actual number of days for which the interest shall have to be worked out applying the rate of interest prescribed (and the number of days in a year shall be taken as 366 for a leap year and 365 days for a non-leap year).</p> <p>H) If the Advance Payment has not been fully repaid prior to Termination under Clause 59, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. In the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest at the rate of 10% (ten per cent) per annum from the date of Advance Payment to the date of recovery by encashment of the Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on each installment of the Advance Payment, regardless of whether the installment or any part thereof has been repaid to the Authority prior to Termination.</p> |
| GCC 51.1 | <ul style="list-style-type: none"> <li>- The contractor shall, for the performance of its obligations hereunder during the Construction Period, furnish the Performance Security for an amount equal to 2.5 per cent of the bid amount/contract value in the shape of unconditional and irrevocable Bank Guarantee/ Insurance Surety Bond valid until 60 days after the completion of DLP period.</li> <li>- The contractor shall also, for the performance of its E&amp;S obligations hereunder during the Construction Period, furnish the Performance</li> </ul>  |

|          |  |
|----------|--|
|          | Security for an amount equal to 0.1 per cent of the bid amount/contract value in the shape of unconditional and irrevocable Bank Guarantee/ Insurance Surety Bond valid until 60 days after the completion of DLP period. This E&S Performance Security shall be over and above the Performance Security mentioned above .   |
|          | <b>E. Finishing the Contract</b>   |
| GCC 54.1 | Shall be read as “the Contractor shall request the Engineer-in-Charge to issue a Certificate of completion of the works and the Engineer-in-Charge shall do so upon deciding that the whole of the works is completed”   |
| GCC 55.1 | <p>i. The works shall be taken over by the Employer when they have been completed in accordance with the Contract (except as described in subparagraph (a) below), have passed the Tests on Completion and a taking-Over Certificate for the works has been issued, or has deemed to have been issued in accordance with this Sub-Clause.</p> <p>ii. The Contractor may apply to the Employer for a taking-over certificate not earlier than 14 days before the works or section (as the case may be) will, in the contractor’s opinion, be complete and ready for taking over. “The request for taking over shall be accompanied by as built drawings in Soft &amp; Hard Copies (at least 5 sets)” The employer’s representative shall, within 28 days after the receipt of the contractor’s application:</p> <p>a. issue the taking-over certificate to the contractor, stating the date on which the works or section were completed in accordance with the contract (except for minor outstanding work that does not affect the use of the works or section for their intended purpose) including passing the tests on completion: or</p> <p>b. reject the application, giving their reasons and specifying the work required to be done by the contractor to enable the taking-over certificate to be issued: the contractor shall then complete such work before issuing a further notice under this sub-clause.</p> <p>If the Employer’s representative fails to issue the taking over certificate or to reject the Contractors application within the period of 28 days, and if the works or section (as the case may be) are substantially completed in accordance with the contract, the taking-over certificate shall be deemed to have been issued on the last day of that period.</p> <p><b>Use by the Employer</b></p> <p>i. The Employee shall not use any part of the works unless the employer’s representative has issued a taking-over certificate for such part. If a taking-over certificate has been issued for any part of the works (other than a section), the liquidated damages for delay in completion of the reminder of the works (and of the section of which it forms part) shall, for any period of delay after the date stated in such taking-over certificate, be reduced in the proportion which the value of the part so certified bears to the value of the works or section (as the case may be), such values shall be determined by the Employer’s Representative. The provisions of this paragraph shall only apply to the rate of liquidated</p> |

|          |   |
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|          | <p>damages, and shall not affect the limit of such damages.</p> <p>ii. If the Employer does use any part of the works before the taking-over certificate is issued:</p> <ol style="list-style-type: none"> <li>a. the part which is used shall be deemed to have been taken over at the date on which it is used,</li> <li>b. the Employer’s Representative shall, when requested by the Contractor, issue a taking-over certificate accordingly, and</li> <li>c. the contractor shall cease to be liable for the care of such part from such date, when responsibility shall pass to the Employer.</li> </ol> <p>After the Employer/Project Manager has issued a taking-over certificate for a part of the works, the contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding tests on completion, and the contractor shall carry out such tests on completion, and the contractor shall carry out such tests on completion as soon as practicable, before the expiry of the contract period.</p> <p><b>Interference with Tests on Completion</b></p> <p>If the contractor is prevented from carrying out the tests on completion by a cause for which the Employer (or another contractor employed by the Employer) is responsible, the employer shall be deemed to have taken over the works or section (as the case may be) on the date when the Tests on Completion would otherwise have been completed. The Project Manager shall then issue a taking-over certificate accordingly, and the contractor shall carry out the tests on completion as soon as practicable, before the expiry of the contract period. The Project Manager shall require the tests on completion to be carried out by 14 days’ notice and in accordance with the relevant provisions of the Contract. If the contractor incurs additional cost as a result of this delay in carrying out the tests on completion, such cost plus reasonable profit shall be determined by the Project Manager and shall be added to the contract price.</p> <p><b>Possession prior to completion:</b></p> <p>The Employer/ Employer’s representative shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of ANDHRA PRADESH STANDARD SPECIFICATIONS except where expressly otherwise specified by the Engineer-in-charge.</p> |
| GCC 57.1 | <ol style="list-style-type: none"> <li>i. The date by which “as built” drawings (to the scale accepted by Engineer-in-Charge) including a compact disc containing digitized drawings in 2 sets are required within 28 days of completion of whole work,</li> <li>ii. Issuance of certificate of completion shall be provided upon the successful submission of the above</li> </ol>   |
| GCC 57.2 | The final bill will be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 57.1  |

|              |  |
|--------------|--|
| GCC 58.2 (a) | <p>The Contract may be terminated by the Employer in accordance with Clause 61 of PS to APDSS upon approval from the Department if the Contractor:</p> <ul style="list-style-type: none"> <li>• <b>Suspends Work Without Authorization:</b> Suspends work without the prior written consent of the Employer or its duly authorized Representative.</li> <li>• <b>Sublets Work Without Authorization:</b> Sublets any portion of the Work without the prior written consent of the Employer or its duly authorized Representative.</li> <li>• <b>Neglects or Fails to Proceed with Due Diligence:</b> Neglects or fails to proceed with the Work with due diligence as defined in the Contract Documents, including the Schedule and the specified "Rate of Progress."</li> <li>• <b>Repeats Contractual Defaults:</b> Repeatedly defaults on any of the obligations outlined in Clause 27 of APDSS.</li> </ul> |
| GCC 58.2(f)  | <p>Furthermore, the Contract shall be deemed terminated under Clause 61 of PS to APDSS if:</p> <ul style="list-style-type: none"> <li>• <b>Unauthorized Work Stoppage:</b> The Contractor stops work for a continuous period of twenty-eight (28) days without prior written authorization from the Employer or its duly authorized Representative.</li> </ul> <p><b>Delay in Completion of Works:</b> The Contractor fails to complete the Works within the Contract Time, despite the availability of any applicable extensions of time.</p>   |
| GCC 58.2 (k) | DELETED  |
| GCC 58.2 (l) | DELETED  |
| GCC 59.1 (b) | <p>Also include:</p> <ul style="list-style-type: none"> <li>- In case of default for payment of such debt payable to the Employer, within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.</li> </ul>  |
| GCC 64.1     | <p>GCC 64.1 also includes “</p> <ul style="list-style-type: none"> <li>- All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and they shall not divulge or allow access to them by any unauthorized person.</li> </ul>   |

## Section IX - Contract Forms

| S. No. | List for forms   |
|--------|--|
| 1.     | Letter of Acceptance   |
| 2.     | Contract Agreement   |
| 3.     | Performance Security forms – Options 1 & 2                                 |
| 4.     | E&S Performance Security forms – Options 1 & 2                             |
| 5.     | Appendix 1: Code of Conduct for Consultant’s Personnel (E&S) Form          |
| 6.     | Appendix 2: Contractor’s Environmental and Social Management Plan (C-ESMP) |
| 7.     | Appendix 3: Anti-Corruption Guidelines                                     |

# Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

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

You are requested to furnish (i) the Performance Security (2.5% on Estimate Contract Value) and an Environmental and Social Performance Security of (0.1% on Estimate Contract Value) within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47-4, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

# Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Employer”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

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

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

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the addenda Nos \_\_\_\_\_ (if any);
- (d) the Particular Conditions;
- (e) the General Conditions;
- (f) the Specification;
- (g) the Drawings; and
- (h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:
  - i. the ES Management Strategies and Implementation Plans;
  - ii. Code of Conduct for Contractor’s Personnel (ES); and
  - iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

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 \_\_\_\_\_ on the day, month and year specified above.

Signed by \_\_\_\_\_ (for the Employer)

Signed by \_\_\_\_\_ (for the Contractor)



# Performance Security

## Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Further more, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

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

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date as prescribed in GC Clause 51.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## Option 2: FORM OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Insurance Surety Bond No.....)

Date.....

**(Name of the Contract)**

**To:**

**The Commissioner,  
Andhra Pradesh Capital Region Development Authority,  
Lenin Centre, Governorpet,  
Vijayawada-520002 (India)**

Dear Sir,

In consideration of the ....[*Employer's Name*] ..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... [*Contractor's Name*] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... [*Name of the work*] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*)..... of the said value of the aforesaid work under the Contract to the Employer.

We .....[*Name & Address of the Insurance Company*] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....[*days/month/year*] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers

vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

**The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.**

- i. Our liability under this Insurance Surety Bond shall not exceed .....(\*).....
- ii. This Insurance Surety Bond shall be valid up to .....(+). .....
- iii. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....@.....

Dated this .....day of ..... 20..... at.....

WITNESS

Signed for and on behalf of the  
Insurance Company

1. ....

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

Notes:

- 1. (\*) This sum shall be **Two and a half percent (2.5%)** of the Contract Price denominated in the types and proportions of currencies.  
 (@) This date will be ninety (90) days beyond the issue of defect liability period as specified in the Contract.  
 (+) This date will be the date of issue of defect liability Certificate.
- 2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not

more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

# Environmental and Social (ES) Performance Security

## Option 1 - ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_ [Insert date of issue]*

**ES PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee

\_\_\_\_\_  
*[signature(s)]*

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

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date ninety days after the Defect Liability Period. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

## Option 2: FORM OF INSURANCE SURETY BOND

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

(Insurance Surety Bond No.....)

Date.....

**(Name of the Contract)**

**To:**

**The Commissioner,  
Andhra Pradesh Capital Region Development Authority,  
Lenin Centre, Governorpeta,  
Vijayawada-520002 (India)**

Dear Sir,

In consideration of the ....[*Employer's Name*] ..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... [*Contractor's Name*] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... [*Name of the work*] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the Environmental and/or Social (ES) obligation(s) under the Contract, equivalent to .....(\*)..... of the said value of the aforesaid work under the Contract to the Employer.

We .....[*Name & Address of the Insurance Company*] ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto ..... (@) ..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....[*days/month/year*] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise

the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

**The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and** also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- iv. Our liability under this Insurance Surety Bond shall not exceed .....(\*).....
- v. This Insurance Surety Bond shall be valid up to .....(+)
- vi. We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....@.....

Dated this .....day of ..... 20..... at.....

WITNESS

Signed for and on behalf of the  
Insurance Company

1. ....

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

Notes:

- 5. (\*) This sum shall be **zero point one per cent (0.1%)** of the Contract Price denominated in the types and proportions of currencies.  
 (@) This date will be ninety (90) days beyond the issue of defect liability period as specified in the Contract.  
 (+) This date will be the date of issue of defect liability Certificate.
- 6. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name

of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

7. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
8. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.



## Appendix 1

### Code of Conduct for Contractor's Personnel (E&S) Form

#### CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL<sup>7</sup>

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

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

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

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

#### REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently.
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person.
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health.
  - b. wearing required personal protective equipment.
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health.
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children.
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with another Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

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<sup>7</sup> This form to be signed by contractor's personnel after contract is awarded.

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
9. not engage in chasing or hunting or capture of wildlife including birds and fishing and, refrain from acquiring wildlife meat, skins, feathers, or any similar products derived from wildlife.
10. Not engage in encroaching upon or degrading of forests as well as the collection and harvesting of forest resources such as firewood, herbs, timber and non-timber forest products among others.
11. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage- including contact through digital media. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense or excuse.
12. In responding to any reporting of SEA/SH/VAC, everyone should follow the project SEA/SH GRM procedure and process. Individuals/employees experiencing any forms of GBV, including SEA/SH is supported by facilitating access to specialist services in accordance with the SEA/SH GRM procedure and records will be kept in confidentiality. The Contractor must immediately inform the gender/GBV focal point of any SEA/SH allegations or incidents, ensuring confidentiality. The report should include the type of allegation (sexual exploitation, abuse, or harassment), and the gender and age of the affected person. The Contractor must also notify the focal person of any such incidents occurring on Subcontractors' or suppliers' premises related to the Works. Subcontractors and suppliers are required to promptly inform the Contractor of any SEA/SH incidents.
13. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
14. report violations of this Code of Conduct; and
15. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

## **RAISING CONCERNS**

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

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

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

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

## **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

**FOR CONTRACTOR'S PERSONNEL:**

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

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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

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

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

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
- A Contractor's Personnel dates or has a romantic relationship with a child under 18 years old, keeps secrets with children, or displays favoritism.
- A Contractor's Personnel has inappropriate physical contact with children under 18 years old, including kisses and showing affection of any kind in an isolated area.
- A Contractor's Personnel holds private electronic communication with children under 18 years old, including via social media, as well as transportation of children unless for authorized purposes.
- A Contractor requests sexual favors in return for protection, food, shelter, payment of medical or school fees, or any other form of assistance or promise of assistance.

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

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.

- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.
- A Contractor's Personnel makes jokes that are uncomfortable, frightening, or hurtful, or name calls with sexual epithets.

## **Appendix 2**

### **CONTRACTOR'S ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (C-ESMP)**

[Add the approved C-ESMP]

## **Appendix 3**

### **ANTI-CORRUPTION GUIDELINES**

[insert World Bank and Asian Development Bank prescribed ACG]