

**BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS**

***IFB No. 01/AP/VMRDA/APDRP/Visakhapatnam/2019-20***

**Name of Work: Restoration & Redevelopment of 380 Acres Kailasagiri Hill Top park at Visakhapatnam.**

**STEP Activity No. IN-PIU-VMRDA-103847-CW-RFB**

**Project: Andhra Pradesh Disaster Recovery Project.**

**Bid Inviting Authority: Metropolitan Commissioner, VMRDA, Udyog Bhavan, Siripuram Jn., Visakhapatnam-530003.**

**Country : India**

Metropolitan Commissioner, VMRDA, 9<sup>th</sup> Floor, Udyog Bhavan,  
SiripuramJn., Visakhapatnam-530003.

Telephone:- 0891-2754133/34, 2755155, 9866076925, 7702333584

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**INVITATION FOR BID**

(IFB)

**GOVERNMENT OF ANDHARA PRADESH**  
**ANDHRA PRADESH DISASTER RECOVERY PROJECT**  
**IFB NO: 01/ AP/VMRDA/APDRP/Visakhapatnam/2019-20**

**NATIONAL COMPETITIVE BIDDING**  
**(Two-Envelope Bidding Process with e-Procurement)**

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

**NAME OF WORK** : RESTORATION & RE-DEVELOPMENT OF 380 ACRES KAILASAGIRI HILL  
TOP PARK AT VISAKHAPATNAM

DATE OF ISSUE OF IFB	:	30-09-2019
AVAILIBILTY OF BIDDING DOCUMENT ON-LINE	:	FROM DATE : 03-10-2019 TIME 11.00 HOURS
	:	TO DATE : 02-11-2019 TIME 15.00 HOURS
TIME AND DATE OF PREBID CONFERENCE	:	DATE :16-10-2019 TIME: 11.30 HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS ON-LINE	:	DATE :02-11-2019 TIME: 15.30 HOURS
LAST DATE FOR SUBMITTING HARD COPIES BY THE BIDDERS	:	DATE :02-11-2019 TIME: 15.30 HOURS
TIME AND DATE OF OPENING OF PART 1 OF BIDS ONLINE [TECHNICAL QUALIFICATION PART]	:	DATE :02-11-2019 TIME: 16.00 HOURS
TIME AND DATE OF OPENING OF PART 2 OF BIDS ONLINE [TECHNICAL-FINANCIAL PART] OF BIDDERS WHO QUALIFIED IN PART 1 OF THE BID		Will be intimated later after finalization of Technical bids

PLACE OF OPENING OF BIDS: Office of the Project manager PIU APDRP ,  
VMRDA, Visakhapatnam

OFFICER INVITING BIDS: Metropolitan Commissioner, VMRDA, Visakhapatnam

GOVERNMENT OF ANDHRA PRADESH  
**ANDHRA PRADESH DISASTER RECOVERY PROJECT**

**INVITATIONS FOR BIDS (IFB)**  
**E-Procurement Notice**  
**(Two Envelope Bidding Process with e-Procurement)**

**NATIONAL COMPETITIVE BIDDING**

**Name of Project:** ANDHRA PRADESH DISASTER RECOVERY PROJECT

**Contract Title:** RESTORATION & RE-DEVELOPMENT OF 380 ACRES KAILASAGIRI HILL  
TOP PARK AT VISAKHAPATNAM

**Credit No.:** 5694-IN

Procurement Plan Reference Number: : IN-PIU-VMRDA-103847-CW-RFB

**IFB No.:** 01/ AP/VMRDA/APDRP/Visakhapatnam/2019-20

**Date:** 30-09-2019

1. The Government of India has received financing from the World Bank towards the cost of Andhra Pradesh Disaster Recovery Project and intends to apply a part of the funds to cover eligible payments under the contract for construction of works as detailed below.
2. Bidding will be conducted through National Competitive Bidding procedures agreed with the World Bank. Bidding is open to all eligible bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011\_Revised July 2014.
3. Bidders from India should, however, be registered with the Government of Andhra Pradesh or other State Governments/Government of India, or State/Central Government Undertakings. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.
4. **The Metropolitan Commissioner, VMRDA, Visakhapatnam** invites online bids for the construction of works detailed below in the table. Interested bidders may obtain further information and inspect the bidding documents at the address given below during office hours.

5. Bidding documents are available online on [www.eprocure.gov.in](http://www.eprocure.gov.in) from 03.10.2019, 11.00 Hours to 02.11.2019, 15.00 Hours. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: [www.eprocure.gov.in](http://www.eprocure.gov.in)
7. All Bids must be accompanied by a bid security of the amount specified for the work in the table below, drawn in favour of Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority / PAO Visakhapatnam. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid Procedure for submission of bid security is described in Para 9.
8. Bids must be submitted online on [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before 15:30hours on 02-11-2019 and the 'Technical Part' of the bids will be publicly opened online on the 02-11-2019 at 16:00 hours, in the presence of the bidders or designated representatives who wish to attend. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
9. The bidders are required to submit (a) original bid security in approved form; and (b) original affidavit regarding correctness of information furnished with bid document to **The Project Manager, PIU, APDRP , VMRDA**, before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
10. A pre-bid meeting will be held on 16-10-2019 at 11:30 hours at the office of Chief Engineer, Visakhapatnam Metropolitan Region Development Authority to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.
11. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable

for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

12. The address for communication is as under:

- (a) Name & Designation of Officer:-V. Chandriah, Chief Engineer, VMRDA  
 (b) Official Address :-7<sup>th</sup> Floor, Udyog Bhavan, Siripuram Jn.,Visakhapatnam-530003  
 (c) Email :- [mcvmrda@gmail.com](mailto:mcvmrda@gmail.com), [cevudavsp@yahoo.com](mailto:cevudavsp@yahoo.com),  
 (d) Telephone:- 0891-2754133/34, 2755155, 9866076925, 7702333584

**TABLE**

S. No	District	IFB No	Call No	Package No	Name of the work	Bid Security Rs: in lakhs	Period of completion including rainy season	Name of the Project Manager, VMRDA
1	2	3	4	5	6	7	8	9
1	Visakhapatnam	01/AP/VMRDA/APDRP/Visakhapatnam/2019-20	1st	1	Restoration & Redevelopment of 380 Acres Kailasagiri Hill Top park at Visakhapatnam.	56.60	12 Months	Chief Engineer, PIU, APDRP, VMRDA, Visakhapatnam

METROPOLITAN  
 COMMISSIONER,  
 VMRDA, GOVT. OF AP,  
 VISAKHAPATNAM

## **PART 1 – Bidding Procedures**

## **Section I. Instructions to Bidders**

*This Section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also gives information on bid submission, opening and evaluation, and on the award of Contract.*

*Matters governing the performance of the Contractor, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section VIII, General Conditions of Contract (GCC), and/or Section IX, Particular Conditions of Contract (PCC).*

*These Instructions to Bidders shall not be part of the Contract Agreement and shall cease to have effect once the Contract is signed.*



# Section 1 - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section VII (Works' Requirements) and Invitation for Bids (IFB). The name, identification, and number of contracts of this bidding are **specified in the BDS**.
  - 1.2 Throughout this Bidding Document:
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
    - (c) "day" means calendar day; and
    - (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.
2. **Source of Funds**
  - 2.1 The Borrower or the Recipient (hereinafter called "Borrower") **specified in the BDS** has received/applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, towards the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the

proceeds of the Loan (or other financing).

**3. Corrupt and Fraudulent Practices**

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

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

**4. Eligible Bidders**

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.5, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the

Employer regarding this bidding process; or

- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 Not used.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.9 Not used.

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

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding Document consist of Parts 1, 2, and3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI- Bank Policy-Corrupt and Fraudulent Practices

**PART 2 Work's Requirements**

Section VII –Works' Requirements

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

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 Unless obtained directly from the Employer, 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.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as required by the

## Bidding Documents.

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

- 7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Document may notify the Employer online or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **specified in the BDS**. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after



the meeting, will be uploaded online on e-procurement system. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/amendment/corrigendum to the bidding documents.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS**.

8.2 Any addendum thus issued shall be part of the Bidding Document and shall be deemed to have been communicated to all bidders.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

11.2 The Technical Part shall contain the following:

- (a) Letter of Bid – Technical Part;
- (b) documentary evidence in accordance with ITB 17.1 establishing the Bidder’s eligibility to Bid;
- (c) Bid Security, in accordance with ITB 19;
- (d) alternative bids – technical part, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract, if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16;
- (h) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria; and
- (i) bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- (j) Any other document **required in the BDS**.

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

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Completed Schedules** including priced bill of quantities in accordance with ITB 12 and ITB 14, as **specified in BDS**;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13; and
- (d) any other document **required in the BDS**.

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be

declared non-responsive.

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

## 12. Process of Bid Submission

- 12.1 The Letter of Bid– Technical Part, Letter of Bid – Financial Part, Schedules including the Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV(Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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

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

## 13. Alternative Bids

- 13.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

## 14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part, and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works (both in figures and words), as identified in Section IV, Bidding Forms along with the total bid price (both in figures

and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. **Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.** Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

- 14.3 The price to be quoted in the Letter of Bid - Financial Part in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 Discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder shall be fixed
- 14.6 If so indicated in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots/contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots/contracts are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as applicable on the deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per

the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.

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

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

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

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

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| <b>15. Currencies of Bid and Payment</b>               | 15.1 | The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.  |
| <b>16. Documents Comprising the Technical Proposal</b> | 16.1 | The Bidder shall furnish a Technical Proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as per details stipulated in Section IV(Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| <b>17. Documents Establishing the</b>                  | 17.1 | To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part,   |

- Qualifications of the Bidder** included in Section IV, Bidding Forms.
- 17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section IV(Bidding Forms).
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for 90 days or for a period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
- 19. Bid Security**
- 19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical Part of its bid, in original form, a bid security for the amount **shown in BDS**, for this particular work.
- 19.2 The bid security shall be a demand guarantee, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee, issued by a Nationalized/Scheduled bank located in India;

- (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
- (c) a cashier's or certified check; or demand draft from a Nationalized or Scheduled Bank located in India;
- (d) another security **indicated in the BDS.**

*In case of a bank guarantee, the bid security shall be submitted using the Bid Security form included in the Section IV (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.*

- 19.3 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.
- 19.4 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing of the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 45.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.6 The bid security may be forfeited:
  - (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid- Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereto provided by the Bidder in accordance with ITB 18.2or
  - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36 or
  - (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 44; or
    - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety

(ESHS) Performance Security in accordance with ITB 45.

19.7 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

**20. Format and Signing of Bid**

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

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

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

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

**D. Online Submission and Opening of Bids**

**21. Preparation of Bids**

21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the web site using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the



secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

- 21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 21.4 Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 22. Deadline for Submission of Bids**
- 22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time **indicated in the BDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids,

however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6.

### **E. Public Opening of Technical Parts of Bids**

- 25. Public Opening of Technical Parts of Bids** 25.1 The Employer shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, the presence or absence of a Bid Security, if one was required, alternative bids – technical parts, if any, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

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

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

### **F. Evaluation of Bids – General Provisions**

- 26. Confidentiality** 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and

recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders in accordance with ITB 44.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid, giving a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 36.

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

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

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

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

**29. Nonconformities, Errors, and Omissions**

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

29.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary

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

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

## **G. Evaluation of Technical Parts of Bids**

- 30. Evaluation of Technical Parts**      30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**      31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works' Requirements) have been met without any material

- deviation, reservation or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32.4 Only Bids that are both substantially responsive to the bidding document and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
- 33. Subcontractors**
- 33.1 Unless otherwise **stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 33.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
- 33.3 Bidders may propose subcontracting upto the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

## H. Public Opening of Financial Parts of Bids

- 34. Public Opening of Financial Parts**
- 34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (b) their Financial Part of Bid shall not be opened; and
  - (c) Notify them of the date, time, and place for public opening of Financial Parts of the Bids.
- 34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
  - (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
  - (c) notify them of the date, time, and place of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**
- 34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

In the event of the specified date of bid opening being

declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

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

## **I. Evaluation of Financial Parts of Bids**

### **35. Evaluation of Financial Parts**

35.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities but excluding Day work items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
- (f) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

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

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

### **36. Correction of Arithmetical Errors**

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

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;

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

36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.

**37. Conversion to Single Currency**

37.1 Not used.

**38. Margin of Preference**

38.1 Not used.

**39. Comparison of Financial Parts**

39.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.1 to determine the lowest evaluated bid.

**40. Unbalanced or Front Loaded Bids**

40.1 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses (with breakdown of unit rates) for any or all items of the Bill of Quantities, to demonstrate the internal consistency and justification of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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

41.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the



Bidders.

## **J. Award of Contract**

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| <b>42. Award Criteria</b>   | 42.1 | Subject to ITB 41, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.  |
| <b>43. Notification of Award</b>  | 43.1 | Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).  |
|   | 43.2 | Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.   |
| <b>44. Signing of Contract, Publication of award and Recourse to unsuccessful Bidders</b> | 44.1 | The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of acceptance. Within 21 days of receipt of Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB Clause 45 and revised construction methodology. If the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid. |
|   | 44.2 | The Employer within 3 weeks of issue of notification of award shall publish in a national website ( <a href="http://tenders.gov.in">http://tenders.gov.in</a> or GoI Central Public Procurement Portal <a href="https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a> ) or on the Employer’s website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted the bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of  |

bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests the Employer in writing to explain on which grounds its bid was not selected.

#### 45. Performance Security

45.1 Within twenty-one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the conditions of contract, subject to ITB 40.1, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X (Contract Forms). The performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.

45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

45.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, pursuant to ITB Clause 45.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.4 and 19.5.

#### 46. Adjudicator

46.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in Letter of Bid. If, in the Letter of Acceptance, the

Employer does not agree on the appointment of the Adjudicator proposed by the Bidder, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

## Section II - Bid Data Sheet (BDS)

### A. General

<b>ITB 1.1</b>	The Employer is: <b>Metropolitan Commissioner, VMRDA, Visakhapatnam</b>
<b>ITB 1.1</b>	<p>The name of the work is: Restoration &amp; Redevelopment of 380 Acers Kailasagiri Hilltop Park at Visakhapatnam under APDRP.</p> <p>The identification number of the work is : <b>IFB No. 01/ AP/VMRDA/APDRP/Visakhapatnam/2019-20</b></p>
<b>ITB 2.1</b>	<p>The Borrower is Government of India.</p> <p>The Sub-Borrower is Government of Andhra Pradesh.</p> <p>The Employer is Metropolitan Commissioner, Visakhapatnam Metropolitan Region development Authority, Visakhapatnam.</p>
<b>ITB 2.1</b>	<p>The name of the Project is: <b>Andhra Pradesh Disaster Recovery Project</b></p> <p>Financing Agreement amount: <b>US \$250Million</b></p> <p>Project amount: <b>US \$370 Million</b></p>
<b>ITB 4.1</b>	<p>Bids from Joint ventures are acceptable.</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: <b>3 (Three)</b></p> <p>(b) Place where the agreement to form JV to be registered is Andhra Pradesh, India</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [<i>in case of a successful bid</i>].</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied / modified subsequently without prior approval of the Employer.</p>

<b>ITB 4.4</b>	A list of debarred firms and individuals is available at the Bank's external website <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a> .
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### B. Contents of Bidding Documents

<b>ITB 7.1</b>	<p><b>Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p><a href="https://eprocure.gov.in">https://eprocure.gov.in</a> on <i>Central Public Procurement Portal</i></p> <p>Online requests for clarification through the system should be received by the Employer no later than <b>14days prior to deadline for submission of bids</b>.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <i>shall</i> take place at the following date, time and place:</p> <p>Date:16-10-2019</p> <p>Time: 11:30 HOURS</p> <p>Place: O/o Chief Engineer,7<sup>th</sup> Floor, Udyog Bhavan, Siripuram Visakhapatnam</p>
<b>ITB 8.1</b>	<p>The addendum will appear on the e-procurement system under Latest Corrigendum and email notification is also automatically sent to those bidders who have started working on this tender.</p>

### C. Preparation of Bids

<b>ITB 11.2 (j)</b>	<p>The Bidder shall submit with its bid the following additional documents:</p> <p>(i) Contractor Registration certificate as per IFB</p> <p>(ii) <b>Code of Conduct (ESHS)</b></p> <p>The Bidder shall submit its 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.</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p>
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	<p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <p><i>[Note: insert name of plan and specific risk/s];</i></p> <ul style="list-style-type: none"> <li>• <i>[e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</i></li> <li>• <i>[e.g. Water Resource Protection Plan to prevent contamination of drinking water];</i></li> <li>• <i>[e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];</i></li> <li>• <i>[e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];</i></li> <li>• <i>[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].</i></li> </ul> <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.</p>
<b>ITB 11.3 (b)</b>	<p>The following schedules shall be submitted with the bid online through the eProcurement portal only:</p> <ol style="list-style-type: none"> <li>a) Letter of Bid – Financial Part</li> <li>b) Priced BOQ</li> </ol>
<b>ITB 11.3 (d)</b>	Nil
<b>ITB 12</b>	<p><b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
<b>ITB 12.3</b>	<p>For submission of original documents, the Employer’s (VMRDA) address is:</p>

	Metropolitan Commissioner,VMRDA, 9 <sup>th</sup> Floor, Udyog Bhavan, Siripuram Jn. City: Visakhapatnam PIN/Postal Code: 530003 Country: INDIA Email: <a href="mailto:mcvmrda@gmail.com">mcvmrda@gmail.com</a> , cevudavsp@yahoo.com, Telephone: +91 9866076925, 7702333584
<b>ITB 13.1</b>	Alternative bids <i>shall not be</i> permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall be</b> subject to adjustment during the performance of the Contract.
<b>ITB 18.1</b>	The bid validity period shall be: 90 days.
<b>ITB 18.3 (a)</b>	Not Applicable.
<b>ITB 19.1</b>	The Bidder shall furnish a bid security in the amount of INR 56.60 lakhs in form of an unconditional bank guarantee, issued by a Nationalised scheduled bank located in India in the favour of Metropolitan Commissioner, VMRDA, Visakhapatnam, AP
<b>ITB 19.2 (d)</b>	Other types of acceptable securities are:  Demand Draft in favour of Pay and accounts Officer, Visakhapatnam payable at Visakhapatnam.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:  (a) <i>Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i>  (b) <i>In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.”]</i>

#### **D. Online Submission and Opening of Bids**

<b>ITB 21.1</b>	Class of DSC required is: Class III
<b>ITB 22.1</b>	<b>The deadline for uploading of bids is:</b> Date: 02-11-2019 Time: 15:30 HOURS

<b>ITB 24.1</b>	Re-submission of the bid is <b><i>“not allowed”</i></b> if withdrawn. Bidder can re-submit his bid N number of times before the Bid closing Date and Time on the portal. In case of Withdrawal, once the bidder has withdrawn his bid, the eProcurement portal would not allow him to participate again in this tender.
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>ITB 25.1</b>	The online bid opening of Technical Parts of Bids shall take place at: O/o Project Manager, PIU, APDRP, VMRDA, Udyog Bhavan, Siripuram Jn. Floor: 7 <sup>th</sup> Floor City: Visakhapatnam Country: INDIA Date: 02.11-2019 Time: 16:00 HOURS

#### **F. Evaluation of Bids – General Provisions**

<b>ITB 29.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate
<b>G. Evaluation of Technical Parts of Bids</b>	
<b>ITB 33.1</b>	At this time the Employer <b><i>“does not intend”</i></b> to execute certain specific parts of the Works by sub-contractors selected in advance.
<b>ITB 33.2</b>	Not Applicable



<b>ITB 33.3</b>	<p>(a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total contract amount.</i></p> <p>(b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.</p> <p>(c) Sub-Contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
<b>H. Public Opening of Financial Parts of Bids</b>	
<b>ITB 34.2 (c)</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and place of the public opening of Financial Parts.</p> <p>The online bid opening of Financial Parts of Bids shall take place at:  O/o Project Manager, PIU, APDRP, VMRDA,  Udyog Bhavan, Siripuram Jn.  Floor: 7<sup>th</sup> Floor  City: Visakhapatnam  Country: INDIA</p> <p>Note: The date and time will be intimated later at appropriate time.</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></p>
<b>J. Award of Contract</b>	
<b>ITB 45.1 and 45.2</b>	<p>The successful Bidder shall also be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security.</p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ESHS performance security' to be submitted by the successful bidder in the amounts specified in GCC/ PCC 50.</p>

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<b>ITB 46.1</b>	<p>The Adjudicator proposed by the Employer is: <b><i>Mr. D. Sree Rama Murthy</i></b>. The daily fee for this proposed Adjudicator shall be: <b><i>Rs. 10,000 per day</i></b>. The biographical data of the proposed Adjudicator is as follows:</p> <p><b>Last Post Held:</b> Chief Engineer (R &amp; B), Govt. of Andhra Pradesh.</p> <p><b>Educational Qualification:</b> B.E (Hons) in Civil Engineering from Govt. College of Engineering, Kakinada, Andhra University, Andhra Pradesh in 1963.</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 if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 32 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).*

## **1. Technical Part**

### **1.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include:

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

For this purpose, the Bidder should also submit:

A detailed note outlining its proposed methodology and program of construction including compliance with the Environmental, Social, Health and Safety (ESHS) obligations under the contract backed with equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

### **1.2 Multiple Contracts if permitted under ITB 35.3, will be evaluated as under.**

Not Applicable.

### **1.3 Specialised Subcontractors**

Not Applicable

## 2. Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	

### 2.1 Eligibility

2.1.1	<b>Nationality</b>	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Forms ELI –1.1 and ELI-1.2 With attachments
2.1.2	<b>Conflict of Interest</b>	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3	<b>Bank eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4.& 4.7.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4	<b>Government Owned Entity</b>	Bidder to meet conditions of ITB Sub-Clause 4.5. The entity should not be a dependent agency of the borrower or sub-borrower or Employer.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments
2.1.5	<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 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2 with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	

## 2.2 Historical Contract Non-Performance

2.2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January [2014].	Must meet requirement by itself or as member to past or existing JV	Must meet the requirement	Must meet requirement by itself or as member to past or existing JV	N / A	Form CON - 2
2.2.2	<b>Suspension due to withdrawal of the Bid within Bid validity</b>	Not under suspension due to withdrawal of the Bid pursuant ITB 19.6.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.2.3	<b>Pending Litigation</b>	Bidder's financial position and prospective long-term profitability sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement by itself or as member to past or existing JV	N / A	Must meet requirement by itself or as member to past or existing JV	N / A	Form CON - 2

<sup>1</sup> Non-performance, 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. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
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> January [2014]	Must meet requirement by itself or as member to past or existing JV	Must meet requirement	Must meet requirement by itself or as member to past or existing JV	N/A	Form CON - 2
2.2.5	<b>Declaration: Environmental, Social, Health, and Safety (ESHS) 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 social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV), or health or safety requirements or safeguard in the past five years <sup>3</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

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

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

Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	One Member

### 2.3 Financial Situation and Performance

2.3.1	<b>Financial Capabilities</b>	<p>(a) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>Rs.14.14 crores</b> for the subject contract(s) net of the Bidders other commitments</p> <p>(b) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract</p>	<p>(a) Must meet requirement</p> <p>(b) Must meet requirement</p>	<p>(a) Must meet the requirement</p> <p>(b) Must meet requirement</p>	<p>(a) Must meet at least 25% of the requirement as a minimum</p> <p>N/A</p>	<p>(a) Must meet at least 50% of the requirement as a minimum</p> <p>N/A</p>	Form FIN - 3.1 with attachments
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Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
		commitments (c) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <i>five</i> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	(c) Must meet requirement	N/A	(c) Must meet requirement	N/A	
<p><b>NOTE:</b> <i>The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the Employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank in India) in form 3.1 A</i></p>							
2.3.2	<b>Annual Construction Turnover</b>	Minimum average annual construction turnover of Rs.113.10 crores, calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by five years.	Must meet requirement	Must meet requirement	Must meet twenty five percent (25%) of the requirement	Must meet fifty percent (50%) of the requirement	Form FIN - 3.2

*Note-The amount stated should normally not be less than twice the estimated annual turnover or cash flow in the proposed Works contract (based on a straight-line projection of the Employer's estimated cost, over the contract duration).*

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	

## 2.4 Experience

2.4.1	<b>General Construction Experience</b>	Experience under construction contracts for similar works such as those pertaining to Beach Front Development or City Infrastructure Works in coastal environments in the role of contractor, JV member, or management contractor for at least the last five [5] years prior to the bid submission deadline.	Must meet requirement	N/A	Must meet requirement of having executed works of similar nature	N/A	Form EXP – 4.1
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Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4.2 (a)	<b>Specific Construction Experience</b>	Bidder should have successfully completed as a prime contractor, JV member <sup>4</sup> , management contractor, minimum one (1) contract substantially within the last five (5) years (FY2014-15 to FY 2018-19), with a value <sup>5</sup> of at least <b>INR 45.25 crores</b> , which is similar to the proposed works. .( i.e., development of recreational or residential or industrial parks, with necessary infrastructure facilities such as roads, water supply, sewerage network Landscape and electrical works etc).The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.	Must meet requirement	Must meet requirement	N.A.	Must meet requirement	Form EXP 4.2(a). The contractor should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.
<p><i>The value of the completed contract for similar works should not be less than 80% of the estimated contract value of the work for which bids are invited. A work where 90% of contract value is paid is considered as completed.</i></p>							

<sup>4</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

<sup>5</sup> At 2019 price level. Cost of completed works of previous years shall be given weightage @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.

Qualification Criteria			Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture where permitted		Submission Requirements
				All Parties Combined	Each Member	
<p><i>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated</i></p>						

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture where permitted			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4.2 (b)	<b>Specific Experience</b>	<p>For the above or other contracts executed during the period stipulated in 2.4.2(a) above, at least in one year a minimum construction experience in the following key activities in one project:</p> <p>PCC / RCC – 5,000 Cum            BM / SDBC – 2,600 Cum            Horticulture / Soft scape / Carpet grass - 8,700 Sqm            Flooring / Footpaths – 31,000 Sqm</p>	Must meet requirements	Must meet requirement	Should meet the criteria in full, at least for one of key activities listed in column 3.	Must meet requirement for the key activities listed in Column 3.	Form EXP-4.2(b)
<p><i>NOTE: List the monthly or annual production rate for the key construction activity (or activities) in the proposed contract or works, e.g., “one million M<sup>3</sup> of rock placed in rock fill dams in one year; X tons of asphalt concrete per month placed in road paving; Y M<sup>3</sup> of concrete placed in ... etc.” The rates should be a percentage (say about 80 percent) of the estimated production rate of the key activity (or activities) in the contract or Works as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.</i></p> <p><i>* Borrower should fill this after careful review of the requirements for the work. Where the elements of work are specialized and it is proposed to accept employment of specialist sub-contractors, this could be specified for that activity and bidders may be requested to name the sub-contractors and furnish their qualification and experience.</i></p>							
<p><b>2.4.2(c)</b> For a bidder (either individually as a single entity or as a JV member) to qualify for a group of lots (contracts), he must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for all the contracts in question.</p>							

**2.4.2(d)**

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:

$$\text{Assessed Available bid capacity} = (A * N * 1.15 - B)$$

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the financial year 2019 -20 at the rate of 5% per year), taking into account the completed as well as works in progress).

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).

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

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

## 2.5 Personnel

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

S. No.	Designation of Personnel (Position)	No.	Minimum Qualification	Minimum years of experience	Minimum experience in similar works.
1.	Project Manager	1	BE Civil	15yrs	5yrs
2.	Sr Engineer Civil	1	BE Civil	10yrs	3yrs
3.	Sr Engineer MEP	1	BE Electrical/Mechanical	10yrs	3yrs
4	Engineer Civil	1	BE Civil	5yrs	3yrs
5	Engineer MEP	1	BE Electrical/Mechanical	5yrs	3yrs
6	Quality Assurance Engineer	1	Graduate in Civil Engineering with experience in QA/QC	5yrs	3yrs
7	Landscape Architect	1	B. Arch	5yrs	3yrs
8	Planning & Billing Engineer	1	BE Civil	5yrs	3yrs
9	Supervisors	3	Dip. Civil	5yrs	2yrs
10	Horticulture Expert	1	BSC Horticulture or Equivalent with relevant experience.	5yrs	3yrs
<b>Suitable experts in the following specializations</b>					
1.	Environmental Engineer	1	B.E Environmental	5	2
2.	Safety Officer	1	B.E Env/Mech/Civil/Industrial Safety	10	5

The Bidder must not have in his employment:

- [i] The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the following Government Departments.

Visakhapatnam Metropolitan Region Development Authority and APDRP.

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

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

Note:

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

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

The requirement of specified education and academic qualifications is normally unnecessary for such positions, as contractors often employ competent staff who have learned their profession “on the job” rather than through academic training. It is appropriate to specify that certain positions are filled by individuals who have held posts of comparable authority for, say, three years with the Bidder, so that key staff in executive site positions have sufficient knowledge of the Bidder's management, policy, procedures, and practices to act with confidence and authority within that framework.



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## 2.6 Equipment

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

No.	Equipment Type and Characteristics	Capacity	Minimum Number required
1	Asphalt mixing plant with electronic controls (or lease with a licenced plant in the zone)	40 TPH or higher	1 No
2	JCBs/Excavators	-	4 No's
3	Lorries / Tipplers/ Dumpers	-	4 No's
4	Road Roller (Smooth wheel & Vibratory)	(8-10 T)	1 No
5	Vibratory Compactor	-	8 No's
6	Quality Control Lab with all required equipment	-	1 No

*[NOTE:*

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

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

### **3. Financial Part**

#### **3.1 Multiple Contracts if permitted under ITB 35.3, will be evaluated as under.**

N/A.

#### **3.2 Other Criteria** (if permitted under ITB 35.1 (f))

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: Nil

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## **Section IV - Bidding Forms**

## Letter of Bid – Technical Part

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

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

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

Invitation for Bid No.: \_\_\_\_\_

To:

V. Chandriah, Project Manager, VMRDA, PIU, APDRP  
Office of Chief Engineer, VMRDA, Siripuram, Visakhapatnam-530003

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

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

In submitting our Bid, we make the following declarations:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works:  
\_\_\_\_\_;
- (d) Our bid shall be valid for a period of \_\_\_\_\_ ***[insert validity period as specified in ITB 18.1.]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We accept the appointment of ***Mr. D. Sree Rama Murthy*** as the Adjudicator

***[or]***

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We do not accept the appointment of **Mr. D. Sree Rama Murthy** as the Adjudicator, and propose instead that *[insert name]* be appointed<sup>6</sup> as Adjudicator, whose daily fees and biographical data are attached;

- (f) If our bid is accepted, we commit to obtain a performance security[and an *Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable*] in accordance with the Bidding Document;
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council(ITB 4.7);
- (i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5<sup>7</sup>;
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (m) If awarded the contract, the person named below shall act as Contractor's Representative: \_\_\_\_\_

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

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

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

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

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<sup>6</sup>In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 46, the replacement should also be proposed from the list of same institution.

<sup>7</sup>Use one of the two options as appropriate.

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

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

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

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# Technical Proposal

## Technical Proposal Forms

- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Environmental, Social, Health, and Safety Management (ESHS) Strategies and Implementation Plans**
- **Code of Conduct (ESHS)**
- **Equipment**
- **Personnel**
- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (*for each the qualifications and experiences on the identified subcontractor in the relevant field should be given.*)**
- ***Note: Work should not be split into small parts and sub-contracted; but sub-contracting specialized elements of works is acceptable.***
- **Others**
- ***Form of Bid Security - Bank Guarantee***

**Appendix to Technical Part**  
**Technical Proposal – Site Organization**

*[Insert Site Organization information]*



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## **Appendix to Technical Part**

### **Technical Proposal – Method Statement**

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

**Appendix to Technical Part**  
**Technical Proposal – Mobilization Schedule**

*[Insert Mobilization Schedule]*

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**Appendix to Technical Part**  
**Technical Proposal – Construction Schedule**

*[Insert Construction Schedule]*

**Appendix to Technical Part**  
**Technical Proposal – Sub Contracting**

*[Insert proposal of sub-contracting elements of works amounting to more than 10% of the bid price for each element and indicate the name of the sub-contractor, its qualifications and experiences to execute that element satisfactorily]*

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**Appendix to Technical Part**  
**ESHS Management Strategies and Implementation Plans**  
**(ESHS-MSIP)**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.2 (j) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

## **Appendix to Technical Part**

### **Code of Conduct: Environmental, Social, Health and Safety (ESHS)**

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.2 (j) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII.

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

## Appendix to Technical Part

### Forms for Personnel

#### Form PER – 1: Proposed Personnel

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

S. No.	Position	Name	Qualification	Years of Experience	Years of Experience in proposed position			
					Road * works	Building* works	Others*	Total
	<i>[Environmental Specialist#]</i>							
	<i>[Health and Safety Specialist#]</i>							
	<i>[Social Specialist#]</i>							

*(\* Modify this as appropriate to suit the works for which bids are invited,  
# As listed in Section III)*





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**Declaration**

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

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

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

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

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

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

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

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

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

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

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



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## Appendix to Technical Part

### Form SC-Sub Contracting

#### SCHEDULE OF SUBCONTRACTORS

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

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

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

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

## **Appendix to Technical Part**

### **Bidder's Qualification**

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

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## Appendix to Technical Part

### **Form-ELI -1.1: Bidder Information Form**

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

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

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

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

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

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## Appendix to Technical Part

### **Form-ELI -1.2: JV Information Form**

(Where permitted as per BDS ITB 4.1)

*Each member of a JV must fill in this form*

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

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

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

<b>JV/Specialist Subcontractor Information</b>			
Bidder's legal name			
JV Member's or Subcontractor's legal name			
JV Member's or Subcontractor's country of constitution			
JV Member's or Subcontractor's year of constitution			
JV Member's or Subcontractor's legal address in country of constitution			
JV Member's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"><li>1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 read with BDS.</li><li>2. Authorization to represent the firm names above, in accordance with ITB 20.2.</li><li>3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause</li></ol>			

4.5read with Sub-Clause 2.1.4 of Qualification Criteria.

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



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## **Appendix to Technical Part**

### **DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

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

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

**Appendix to Technical Part**  
**Form CON – 2**  
**Historical Contract Non-Performance, Pending Litigation and**  
**Litigation History**

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

*Bidder's Name: [insert full name] Date: [insert day, month, year]*  
*Joint Venture Party Name: [insert full name]*  
*NCB No. and title: [insert NCB number and title]*  
*Page [insert page number] of [insert total number] pages*

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

<b>Year of dispute</b>	<b>Amount in dispute (Rupees)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rupees)</b>
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

**Litigation History in accordance with Section III, Evaluation and Qualification Criteria**

- No litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4.
- Litigation history in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.4 as indicated below.

<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rupees)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>

## Appendix to Technical Part

### Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

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

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

Joint Venture Member's or Specialized Subcontractor's Name: \_\_\_\_\_

NCB No. and title: \_\_\_\_\_

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

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5.			
<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, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/SEA 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>	<i>[insert amount]</i>

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

## Appendix to Technical Part

### Financial Situation

#### FORMAT 3.1 Historical Financial Performances

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

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

<b>SUMMARY OF FINANCIAL STATEMENTS</b>								
<b>Name of bidder/JV Member:</b>								
<b>(Equivalent Rs. Million)</b>								
S.No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance Sheets	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
1.	Total Assets							
2.	Total Turnover							
3.	Current Assets							
4.	Current Assets + Loan & Advances							
5.	Total Liabilities							
6.	Current Liabilities							
7.	Current liabilities & provision							
8.	Profit before Interest and Tax							
9.	Profit before Tax							
10.	Profit after Tax							
11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-(revaluation reserves + Miscellaneous expenditure not written off) Depreciation							
12.	Current Ration (2)/(5)							
13.	Net cash accruals= Profit after Tax + depreciation							
14.								

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

## 2. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 2.3.1.

The financial statements shall:

- (a) reflect the financial situation of the *Bidder* or member to a JV, and not sister or parent companies.
  - 1. (b) be audited by a certified Chartered Accountant.
  - 2. (c) be complete, including all notes to the financial statements.
- (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the *[number]* years required above; and complying with the requirements (If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified)
  - Attached is a copy of certificate given from the commercial bank assuring cash flow (working capital for contraction) in the format attached.

**Appendix to Technical Part**  
**FORM FIN – 3.1(A)**

**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW**  
[To be given from a Nationalized or Scheduled Bank in India-No substitute other than this  
will be acceptable)]

**Clause 2.3.1(b) of Section II – Qualification Criteria**

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

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

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

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

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

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

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

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



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## Appendix to Technical Part

### Form FIN - 3.2

#### Annual Construction Turnover

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

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

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

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

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

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

<b>Annual turnover data (construction only)*</b>		
<b>Year</b>	<b>Amount in Rupees</b>	
<i>[indicate year]</i>	<i>[insert amount]</i>	
<b>2013-14</b>		
<b>2014-15</b>		
<b>2015-16</b>		
<b>2016-17</b>		
<b>2017-18</b>		

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

## Appendix to Technical Part

### JOINT VENTURE

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

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

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

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

**1. Name and address of Bankers to the Joint Venture**

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

## Appendix to Technical Part

### Form EXP - 4.1

### General Construction Experience

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

Bidder's/Joint Venture Member's Legal Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Party Legal Name: *[insert full name]*  
 NCB No. and title: *[insert NCB number]*  
 Page *[insert page number]* of *[insert total number]* pages

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

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

		Bidder: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in Rupees]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	“Subcontractor” or “Contract Manager”]
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## Appendix to Technical Part

### Form EXP - 4.2(a) Similar Construction Experience

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

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

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

JV Party Name: *[insert full name]*

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

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

**(A) Work performed as prime Contractor or Sub-Contractor or Management Contractor** *(in the same name and style)* on construction works of a similar nature and volume over the last five years<sup>8</sup>. *[Attach certificate from the Engineer-in-charge.]*

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

<sup>8</sup> Immediately preceding the financial year in which bids are received.

**Appendix to Technical Part**

**Form EXP - 4.2(b)**

**Construction Experience in Key Activities**

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

*JV Party Name: [insert full name]*

Nominated Sub-contractor's Legal Name<sup>9</sup>

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

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

**(B) Quantities of work executed as prime contractor or Sub-Contractor** (in the same name and style) in the last five years:<sup>10</sup>

Year	Name of the Work	Name of the Employer *	Quantity of Work performed (cum) @				Remarks * (indicate contract agreement Ref for each year)
			Cement Concrete	Masonry	Earth Work	Piling	
20...20...							
20...20...							
20...20...							
20...20...							
20...20...							

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

**\* Attach certificates from Engineer in-charge**

<sup>9</sup> If applicable

<sup>10</sup> Immediately preceding the financial year in which bids are received.

## Appendix to Technical Part

### Form for Current Contract Commitments/Works in Progress

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

(A) Existing commitments and on-going works:

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

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

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

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

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## Appendix to Technical Part

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>11</sup> (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the construction of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Invitations for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>12</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

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

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<sup>11</sup>*Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder alongwith its bid.*

<sup>12</sup>*The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.*

Performance Security, in accordance with the Instruction to Bidders.

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

This Guarantee will remain in force upto and including the date \_\_\_\_\_<sup>13</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK  
\_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

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[signature, name, and address]

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

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<sup>13</sup>45 days after the end of the validity period of the Bid.



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## Letter of Bid – Financial Part

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

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

Date: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_

To: *(Insert name of the Employer)*

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

In submitting our Bid, we make the following declarations:

- (a) Our bid shall be valid for a period of \_\_\_\_\_ *[insert validity period as specified in ITB 18.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures];*
  - In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures];*
  - In case of multiple lots, total price of all lots (sum of all lots)*[insert the total price of all lots in words and figures];*

- (c) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (d) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>14</sup>*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

<sup>14</sup>*If none has been paid or is to be paid, indicate "none".*

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## Appendix to Financial Part

### Bill of Quantities

#### **Objectives**

*The objectives of the Bill of Quantities are:*

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic measurement and valuation of Works executed.*

*In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.*

#### **Provisional Sums**

*A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. Additional provisional sums for ESHS outcomes may also be added, if required. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Particular Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).*

*The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.*

*These notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Bidding Documents. They should not be included in the final documents.*

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## Appendix to Financial Part

### Bill of Quantities: As Enclosed to the Tender Schedule

#### Note:

- 1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer:ITB Clause 14.2 and GCC Clause 41.3)*
- 2. Unit rates and prices shall be quoted by the bidder in Indian Rupees (refer: ITB Clause 14.1 and ITB Clause 15.1)*
- 3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern(refer: ITB Clause 36).[Note: delete this point if the e-procurement system automatically calculates the total from the unit rate and quantity]*
- 4. Where there is a discrepancy between the rate in figures and words, the rates in words will govern (refer: ITB Clause 36).[Note: delete this point if the e-procurement system automatically populates the amount in words from the amount in figures]*

## **Section V - Eligible Countries**

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

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

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

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

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## Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

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

#### “Fraud and Corruption:

- 1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>15</sup> In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>16</sup>
    - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>17</sup>
    - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>18</sup>
    - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>19</sup>

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<sup>15</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>16</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>17</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>18</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>20</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>21</sup>;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their

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<sup>19</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

<sup>20</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>21</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



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sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

**PART 2 – Works Requirements**

**Section VII–Works’ Requirements**

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## **Specifications**

To be downloaded separately

## Environmental, social, health and safety requirements

### ENVIRONMENTAL MANAGEMENT PLAN

#### OBJECTIVES

The main objective of an Environmental Management Plan (EMP) is to manage environmental impacts from the proposed project and to ensure sustainable development in the study area. In proposed project pollution control measures should be taken right at the designing, planning, technology selection, raw material sourcing and also in form of maximum reuse/recycling of materials within proposed intra units.

In addition to above measures, Project Authority should also follow the-end-of-pipe treatment approach to minimize emission/discharge of pollutants in to the environment. Site-specific EMP is formulated to mitigate adverse environmental impacts that are identified and quantified in the process of baseline and impact assessment. An EMP also ensures that the resources are utilized to maximum extent, waste generation is minimized, residuals treated adequately and by-products are recycled to the extent possible.

#### ENVIRONMENTAL MANAGEMENT ACTION PLAN

Environmental mitigation measures will be incorporated within the design process, including the avoidance of potential impacts. Appropriate measures have also been identified for action in the construction and operational phases. Prevention or avoidance of impact is better than mitigation of impact. Hence, avoidance and reduction of adverse impacts approaches were adopted during the design stage through continued interaction between the design and environmental teams. This is reflected in the designs of the horizontal & vertical alignment, cross sections adopted, construction methods and construction materials. In-depth site investigations have been carried out so that sensitive environmental resources are effectively avoided, leading to the environmentally best-fit alignment option. Environmental Management Plan (EMP) deals with the implementation procedure of the guidelines and measures recommended to avoid, minimize and mitigate environmental impacts of the project. It also includes management measures suggested for enhancement of the environmental quality of the project area. The Environmental Management Action Plan (EMAP) is a plan of action for mitigation / management / avoidance of the negative impacts of the project and enhancement of the project area

**Table 1 Environmental Management Action Plan**

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
		<b>Mitigation Measures for Impacts on Land and Water</b>		
	Clearing, grubbing and stripping, cutting of earth, filling, demolition		Top soil conservation should be undertaken as per STANDARD guidelines to prevent its loss.	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			Relocation of trees @ three times the number of trees cut should be planted	Contractor
			The plants should be provided with adequate protection from animals, regular watering and proper monitoring shall be carried out to ensure their survival and growth.	Contractor
			Avoid dumping of excavated soil and debris into canals, drainage channels and water bodies. Earth, stone or any other construction material shall be properly disposed off safely so that the flow of water in cross drainage channels is not blocked. Construction and Demolition Waste Management Rule (2016) should be complied wherever applicable.	Contractor
			As far as possible avoid earthworks construction activity during monsoon.	Contractor
			If any existing irrigation and drainage system ponds are damaged, they shall be suitably repaired.	Contractor
	<b>Mitigation Measures for Impacts on Air and Noise</b>			

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			Water should be sprinkled to suppress dust during any dust generating activity.	Contractor
			Machinery and vehicles should be well-maintained to keep their noise to a minimum.	Contractor
			High noise and dust generating operations will not be conducted during the peak times	Contractor
		<b>Mitigation Measures for Socio-Economic Impact</b>		
			At least 50% of unskilled labourers should be hired from the nearby villages Construction materials and other purchase to the labour camps should be made from the local shops	Contractor
		<b>Mitigation Measures for Impact on Land and Water</b>		
	Operation of construction camp	Impact on the productivity of the soil, spillage of fuel, lubricants and hazardous chemicals.	Proper maintenance of vehicles and machineries should be carried out to minimize the spillage of oil. Maintenance should be carried out on impervious platforms with spill collection provisions. Oil and grease waste generated from garages in construction camps should be drained out through catch drains and oil interceptors.	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			Vehicle maintenance and refueling should be confined to areas in construction camps designed to contain spilled lubricants and fuels.	
			Sanitation facilities, storm water drainage, catch drains and oil interceptors should be maintained properly.	Contractor
			Management plans (Construction camp, labour camp, Quarry area and crusher unit) prepared for all project facilities and approved by the VMRDA should be strictly adhered to.	Contractor
<b>Mitigation Measures for Impact on Land and Water</b>				
		Surface water pollution due to runoff and waste water / sewage disposal from camps	Sanitation facilities, storm water drainage, catch drains and oil interceptors should be maintained properly.	Contractor
			Water Quality monitoring should be conducted as per Environmental Monitoring Plan so that appropriate remedial measures can be taken	Contractor
			Management plans (Construction camp, labour camp, Quarry area and crusher unit) prepared for all project facilities and approved by the VMRDA should	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			be strictly adhered to.	
<b>Mitigation Measures for Impacts on Air</b>				
		Increase in air pollution due to operation of machineries	Emission levels of all vehicles, plants and machineries should be well within the prescribed limits. PUC certificates of all vehicles and machineries should be renewed at required intervals. Mixing equipment should be well sealed, and be equipped with a dust-removal device. Filtering mechanisms like air filter and water filter should be operational.	Contractor
			Water sprinkling should be undertaken for dust suppression. Provide sufficient water storage facility for 2 days use.	Contractor
			LPG should be provided for cooking and use of fire wood for cooking or any other purpose should be strictly banned.	Contractor
			Air quality monitoring should be conducted at hot mix plant, quarry site and crusher location as per Environmental Monitoring Plan so that appropriate measures are taken up towards	Contractor



SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			abatement of pollution. Monitoring results should be compared with NAAQS	
			Management plans (Construction camp, labour camp, Quarry area and crusher unit) prepared for all project facilities and approved by the VMRDA should be strictly adhered to.	Contractor
<b>Mitigation Measures for Impacts on Noise</b>				
		Increase in noise level due to operation of machineries in construction camp	Diesel generator and Vehicles used for construction activities should be maintained well, so as to ensure that the noise and emission levels continues to be within the standards set by Central Pollution Control Board .	Contractor
			At construction camps within 150 m of human settlements, noisy construction activities should be stopped between 10:00 pm and 6:00 am.	Contractor
		Increase in noise level due quarrying, excavation in rock and crushing operations	Controlled blasting techniques should be adopted in quarries. Conduct quarrying in a skillful, scientific and systematic manner. Follow a routine and preventive maintenance procedure for the DG set in consultation with	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			the DG set manufacturer. The stack height of the DG set has to be adequate as per the guidelines of CEGB or other competitive agency.	
			Workers shall not be exposed to sound of more than 85 dB for more than eight hours a day and shall be provided with ear plugs. Noise level monitoring should be conducted at sensitive receptor locations as well as hot mix plant, quarry site and crusher location as per Environmental Monitoring Plan so that appropriate measures are taken up towards abatement of pollution. Monitoring results should be compared with NAAQS for Noise.	Contractor
<b>Mitigation Measures for Impacts on Biological Environment</b>				
		Loss of vegetation	Saplings planted for green belt development should be properly taken care of and protected to ensure their survival and growth.	
			If the camp is located near the forest or private plantations, orient the laborer's to refrain from any activities involving poaching, NTFP collection or spread of	

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			forest fire.	
<b>Mitigation Measures for Socio Economic Impacts</b>				
		Occupational Health and Safety impacts for workers	Provision of safe drinking water and access to sanitation services should be continued at satisfactory service levels.	Contractor
			Construction workers should use the personal protective equipment provided to them and it shall be replaced if necessary. Firefighting equipment like fire extinguishers provided in the camp should be maintained well.	Contractor
			Fencing of the construction / labour camp to prevent trespassing of humans and animals into the camp should be maintained properly.	Contractor
			Other provisions to ensure worker's safety shall be followed as per guidelines.	Contractor
			On occurrence of any accident or injury, the safety officer should submit an accident report to the VMRDA in the prescribed format.	Contractor
			Traffic Management Plan shall be prepared to reduce the disruption of traffic.	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			<p>Compliance to the statutory regulations like Dock Workers (Safety, Health and Welfare) Rules, 1990 &amp; Act 1986; The building and other construction workers (Regulation of Employment and condition of service) Act 1996 etc as and where applicable.</p>	Contractor
		Increase in communicative diseases.	Toilets, sewage collection system and septic tanks provided in the labor camps should be properly maintained.	Contractor
		Increase in crime rate indulgence in hunting and collection of forest producers	<p>Information dissemination should be undertaken to generate awareness among the migrant laborer's about the sensitivities of the region. Warning boards should be installed in Hindi and local language of the labourers</p>	Contractor
		<b>Mitigation Measures for Impacts due to Solid Waste Generation</b>		
		Unscientific and unsafe disposal of debris and waste	<p>Waste petroleum and lubricants should be collected and sold out to the approved oil recycling agencies. Other solid wastes should be collected and taken at the approved disposal sites, according to State, Central laws</p>	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			<p>and regulations and SPCB guidelines. Provision of separate waste bins for bi-degradable, non-degradable and domestic hazardous waste should be implemented</p>	
			<p>Periodical maintenance of waste handling space should be undertaken in construction camp and labour camp. All types of solid waste should be collected and disposed of frequently as per Comprehensive Waste Management Plan. Debris / solid waste should be disposed in debris disposal site approved by VMRDA. Guidelines of Construction and Demolition waste Management Rules 2016 should be followed.</p>	Contractor
		<b>Mitigation measured for impacts on Water</b>		
	Extraction of Surface / Ground water	Over exploitation of Surface / Ground water	<p>Water should be drawn from only those sources that have got prior approval of local bodies and VMRDA. Over extraction of surface water should be avoided.</p>	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
		<b>Mitigation measured socio – economic impacts</b>		
		Reduction in water available for agriculture and other domestic purposes	Over extraction of surface water should be avoided. There should not be any conflict on water use with the villagers regarding the availability of water for their drinking or irrigating purpose.	Contractor
		<b>Mitigation Measures for Impacts on Land</b>		
	Transportation of materials	Spillage of fuel, lubricants and hazardous chemicals	Vehicles and machinery should be maintained and refilled in such a fashion that fuel spillage does not contaminate the soil and their emission levels are as per norms of state PCB. Fuel storage and refilling sites should be kept away from cross drainage structures and important water bodies.	Contractor
		Damage to existing haul road due to over usages	Black topping and maintenance should be undertaken regularly to reduce the damage due to over use and for easy plying of construction vehicles as well as regular local commuters.	Contractor
		<b>Mitigation Measures for Impacts on Water</b>		
		Contamination of water due to washing of	Washing of vehicles, construction equipment and machineries	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
		vehicles, construction equipment's and machineries	near/inside the water bodies should be prohibited to prevent water contamination.	
			To reduce the flooding and water logging, the cross-drainage structures should be provided where ever required and shall be regularly maintained to remove any blockages	Contractor
			Water Quality monitoring shall be conducted along the project stretch as per Environmental Monitoring Plan so that appropriate measures are taken up towards abatement of pollution. Monitoring should be compared with the surface and ground water standards.	Contractor
		<b>Mitigation Measures for Impacts on Air</b>		
		Increase in air pollution due to fugitive dust	All vehicles should have PUC certificates. Dust covers/ tarpaulins should be provided to cover construction material loaded on trucks.	Contractor
			Idling of delivery trucks or other equipment shall not be permitted during periods of unloading or when they are not active.	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			Sprinkling of water should be carried out along the haul road at least twice a day on a regular basis during the entire construction period especially in the winter and summer seasons.	Contractor
			Air quality monitoring shall be conducted along project stretch as per Environmental Monitoring Plan so that appropriate measures are taken up towards abatement to pollution. Monitoring should be compared with NAAQs	Contractor
		<b>Mitigation Measures for Socio-Economic Impacts</b>		
		Inconvenience to the local people, vehicles and pedestrians	The work schedule should be informed to the public in advance through newspapers and public boards	Contractor
		Occupational health and safety of workers	Workers shall be provided with Personal Protection Equipment such as helmet, protective shoes, high visibility jackets and ear plugs and mufflers.	Contractor
		Inconvenience to public due to disruption to traffic	Traffic Management Plan should be implemented.	Contractor
	Compacting	<b>Mitigation Measures for Impacts on Land</b>		



SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
	earth and laying of sub-base course, base course,	Contamination of land	Vehicles, machinery and equipment used in construction should be maintained and refilled in such a fashion that fuel spillage does not contaminate the soil or water. Construction vehicles should operate within the Corridor of Impact avoiding damage to soil and vegetation.	Contractor
			All construction operators, drivers and workshop personal should be trained well so that they can take immediate measures for the spill of contaminate. All spills and construction debris should be disposed off in the sites identified for the same as per guidelines and the site should be fully cleaned before handing over.	Contractor
			Soil Quality monitoring should be conducted as per the Environmental Monitoring Plan so that appropriate measures can be taken up towards the abatement of pollution	Contractor
<b>Mitigation Measures for Impacts on Water</b>				
		Pollution of water bodies and deteriorating	Fuel storage and refilling sites should be kept away from cross drainage structures and	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
		the water quality	important water bodies.	
			All construction operators, drivers and workshop personal should be trained well so that they can take immediate measures for the spill of contaminate. All spills and construction debris should be disposed off in the sites identified for the same as per guidelines and the site should be fully cleaned before handing over.	Contractor
			Construction of foundation of bridges/ culverts during monsoon season should be avoided.	Contractor
			Adopt necessary measures to prevent the wastewater produced during construction from entering directly into water bodies.	Contractor
			Water Quality monitoring should be conducted as per the Environmental Monitoring Plan so that appropriate measures can be taken up towards the abatement of pollution	Contractor
<b>Mitigation Measures for Impacts on Air</b>				
		Increase in air	Road surface should be	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
		pollution	cleaned with air compressor and vacuum cleaners prior to the construction works. Manual labour using brooms and blowing of air should be avoided.	
			Sprinkling of water on site to aid compaction of the material and for dust suppression.	Contractor
			Air Quality monitoring should be conducted as per the Environmental Monitoring Plan so that appropriate measures can be taken up towards the abatement of pollution	Contractor
<b>Mitigation Measures for Impacts on noise</b>				
		Increase in ambient noise level	Construction contract shall clearly specify the use of equipment emitting noise of not greater than 80 dB (A) for the eight hour operation shift.	Contractor
			For protection of construction workers from noise hazards, earplugs shall be provided to those working very close to the noise generating machinery.	Contractor
			At construction sites within 150 m of human settlements, noisy construction shall be	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			stopped between 10:00 pm and 6:00 am	
			Near sensitive receptors use temporary noise barriers and avoid work at night. Public will be informed about the regulations on noise of vehicles. Proper signboards should be erected near sensitive receptors.	Contractor
			Noise level monitoring should be conducted as per the Environmental Monitoring Plan so that appropriate measures can be taken up towards the abatement of pollution	Contractor
<b>Mitigation Measures for Impacts due to Solid Waste Generation</b>				
		Impact on the surrounding and inconvenience to the public due to improper handling of construction wastes	Debris shall be collected in a scientific manner and to be disposed off in the sites identified for the same and as per the Construction and Demolition Waste Management Rule (2016)	Contractor
<b>Mitigation Measures for Impacts on Land</b>				
	Debris disposal	Soil erosion, Land contamination due to unscientific debris disposal.	As far as possible, use the debris to interior unpaved road or the approach roads / haul roads to strengthen it. It can also be used for filling of low lying	Contractor

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
			grounds etc. Disposal of debris should comply with conditions given in Construction and Demolition Waste Management Rules (2016)	
		<b>Mitigation Measures for Impacts due to Solid Waste Generation</b>		
		Soil erosion, Land contamination due to unscientific debris disposal.	Provide proper drainage facility so that the sites do not contaminate any water sources, rivers etc.	Contractor
		<b>Mitigation Measures for Impacts at Operation Stage</b>		
	Safety of the Visitors	Accident or unsafe behavior of public	VMRDA to give clear instruction through Dos and Donts through instruction boards at every activity and main entrance Employment of security staff members and technological equipment (e.g. CCTV cameras etc) for monitoring of activities and mischiefs	VMRDA
	Operation of Proposed STPs	In absence of regular maintenance of STPs poor treatment quality of the treated water, impact on landscape irrigation	O&M contract can be awarded to the agency expertise in maintaining STPs with imparting training to VMRDA staff for capacity building	VMRDA

SR. NO.	ACTIVITY	POTENTIAL IMPACT	MITIGATION MEASURES	RESPONSIBLE FOR MITIGATION
	Traffic Congestion, Noise and Air Pollution	Improper traffic management	VMRDA to manage traffic during operation phase for proper access and egress of different vehicles during operation phase. Installation of Air Quality monitoring equipment	VMRDA
	Solid Waste Management	Improper disposal of Waste	VMRDA to provide two separate bin system for bio degradable and non-biodegradable wastes. Bio degradable waste to dispose at municipal composting site and non-biodegradable / recyclable waste to disposed through registered recycler VMRDA to provide clear sign boards for educating general public for segregation of waste at source Stricter rules for food court outlets for management of solid waste so as comply the Solid Waste Management Rules	VMRDA
	Wastage of Resources like Water Electricity	Improper use of resources	VMRDA to put proper instruction sign boards for avoiding wastage of natural resources VMRDA to maintain all the utilities and storage structures to avoid any leakage or wastage	VMRDA

*The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection,*

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*vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.*

*The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years.*

*The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.*

*As a minimum, the policy is set out to the commitments to:*

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
- 5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
- 6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 8. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 9. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- 10. minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

## **MINIMUM CONTENT OF ESHS REQUIREMENTS**

*In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:*

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
- *GBV/SEA prevention and management*

*The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.*

*The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:*

### General Conditions of Contract

Sub-clause 3	Language and Law
Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors
Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18	Safety and Protection of the Environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warning
Sub-clause 41.3	Payments

## **MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT**



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*A minimum requirement for the Code of Conduct should be taking into consideration the issues, impacts, and mitigation measures identified for example in :*

- *project reports e.g. ESIA/ESMP*
- *any particular GBV/SEA requirements*
- *consent/permit conditions(regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers accommodation*
- *grievance redress mechanisms.*

*The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.]*

A satisfactory code of conduct will contain obligations on all Contractor's personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)

5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, upto and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Employer's and Project Manager's personnel, and affected persons.

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## **Drawings**

To be downloaded separately

## **Supplementary Information**

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

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

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

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

## General Conditions of Contract

### A. General

#### 1. Definitions

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

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

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

## 2. Interpretation

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



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- (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract including Appendices,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Joint Venture Agreement [where applicable], and
  - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to these General Conditions of Contract.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.
- 5. Delegation**
- 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communica-**
- 6.1 Communications between parties that are referred to in the

tions

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

*(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 10 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the Employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.*

*2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] in any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to*

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*be executed by Contractor without sub-contracting.*

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

**8. Other  
Contractors**

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

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**9. Personnel and Equipment**

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid and **referred to in the PCC**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his work force, who:
- (a) persists in any misconduct or lack of care,
  - (b) carries out duties incompetently or negligently,
  - (c) fails to conform with any provisions of the Contract, or
  - (d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above
- 9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.
- 9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor<sup>22</sup>.

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<sup>22</sup>Based on Government Directives.

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**Compliance with  
Labour  
Regulations**

9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.

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

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

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

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

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

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**Risks****11. Employer's Risks**

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

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

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

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

**12. Contractor's Risks**

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

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### **13. Insurance**

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

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

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

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

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

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

### **14. Site Data**

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

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

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

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

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



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

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

## 24 Procedure for Disputes

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

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

## 25. Corrupt And Fraudulent Practices

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

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## **B. Time Control**

### **26. Program**

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a revised Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecasts.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

### **27. Extension of the Intended Completion Date**

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

### **28. Acceleration**

- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain

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

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

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

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

**30. Management  
Meetings**

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

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

**31. Early Warning**

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

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

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## C. Quality Control

### 32. Quality Assurance

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

### 33. Tests

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

### 34. Identifying and Correction of Defects

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

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

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

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

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

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

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

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

(b) If the quantity of work executed less than the quantity of the item in BOQ lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed.

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

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

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**38. Variations**

- 38.1 All Variations shall be included in updated Programs, produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 38.4 If the Contractor's quotation is unreasonable, [*or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC38.2*] the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs
- 38.5 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

**39. Cash Flow Forecasts**

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

**40. Payment Certificates**

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

form approved by the Project Manager.

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

#### **41. Payments**

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



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covered by other rates and prices in the Contract.

**42. Compensation Events**

42.1 The following shall be Compensation Events:

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

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended

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

- 42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### **43. Tax**

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

#### **44. Currencies**

- 44.1 All payments shall be made in Indian Rupees.

#### **45. Price Adjustment**

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

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

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

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

Where,

‘R<sub>sn</sub>’ is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as under:

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

where,

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

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

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

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

where,

“P<sub>n</sub>” is the adjustment multiplier to be applied to the

value of the work done during the period “n”, this period being a month unless otherwise stated in the PCC.

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

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

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

“L<sub>0</sub>”, “E<sub>0</sub>”, “M<sub>0</sub>”, .... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

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

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be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

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

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

#### **46. Retention**

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

#### **47. Liquidated Damages**

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

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

- 47.2 If the Intended Completion Date including milestones is

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

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|----------------------------|------|---|
| <b>48. Bonus</b>           | 48.1 | Not used.   |
| <b>49. Advance Payment</b> | 49.1 | The Employer shall make advance payment to the Contractor of the amounts <b>stated in the PCC</b> by the date <b>stated in the PCC</b> , 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 ( <i>each instalment not less than Rs. 500,000</i> ) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment. |
|                            | 49.2 | The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.   |
|                            | 49.3 | The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Liquidated Damages.  |
| <b>Secured Advances</b>    | 49.4 | The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions <b>stipulated in the PCC</b> .  |
| <b>50. Securities</b>      | 50.1 | The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount <b>specified in the PCC</b> , by a Nationalized or Schedule bank in India. The Bank Guarantee for Performance Security including additional security for unbalanced bids shall be valid until a date 28days from the date of issue of the Certificate of Completion.   |

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|----------------------------|------|--|
| <b>51. Dayworks</b>        | 51.1 | Not used.  |
| <b>52. Cost of Repairs</b> | 52.1 | Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. |

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

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

after giving fourteen (14) days written notice.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 25.1, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- (i) The contractor has contravened Clauses 7 and 9 of GCC.
- (j) The contractor does not adhere to the agreed construction program, agreed ESHS-MSIP [Clause 26 of GCC] and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.
- (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and



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

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

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

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

**58.Payment upon Termination**

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

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

**59.Property**

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

**60.Release from Performance**

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

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

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

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

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# APPENDIX A TO GENERAL CONDITIONS

## Bank's Policy- Corrupt and Fraudulent Practices

*(Text in this Appendix shall not be modified)*

### **Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 Revised July 2014:**

#### **“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>23</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>24</sup>;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>25</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>26</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>27</sup>

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<sup>23</sup>In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>24</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>25</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>26</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>28</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>29</sup>;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their

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<sup>27</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

<sup>28</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>29</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

## APPENDIX B

### Environmental, Social, Health and Safety (ESHS)

#### Metrics for Progress Reports

*Metrics for regular reporting:*

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

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observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);

*f. worker accommodations:*

- i. number of expats housed in accommodations, number of locals;
- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
- iii. actions taken to recommend/require improved conditions, or to improve conditions.

*g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*

*h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*

*i. training:*

- i. number of new workers, number receiving induction training, dates of induction training;
- ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
- iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

*j. environmental and social supervision:*

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed,

- actions taken), reports to environmental and/or social specialist/construction/site management; and
- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up(Cross-reference other sections as needed):
- i. Worker grievances;
  - ii. Community grievances
- l. *Traffic and vehicles/equipment*:
- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- iv. dust: number of working bowsers, number of watering/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - v. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - vi. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - vii. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);



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- viii. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - ix. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - x. details of tree plantings and other mitigations required undertaken in the reporting period;
  - xi. details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## Section IX. Particular Conditions of Contract

<b>A. General</b>													
<b>GCC 1.1 (d)</b>	The financing institution is: IDA												
<b>GCC 1.1 (r)</b>	The Employer is Metropolitan Commissioner, Visakhapatnam Metropolitan Region Development Authority, Visakhapatnam, AP												
<b>GCC 1.1 (v)</b>	<p>The Intended Completion Date for the whole of the Works shall be 12 months</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Mile stone</th> <th style="width: 60%;">Description</th> <th style="width: 30%;">Period of completion from the start date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Value of work to be completed 25% of Contract amount</td> <td style="text-align: center;">4 Months</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Value of work to be completed 60% of Contract amount</td> <td style="text-align: center;">8 Months</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Completion of contract in all respects</td> <td style="text-align: center;">12 Months</td> </tr> </tbody> </table>	Mile stone	Description	Period of completion from the start date	1	Value of work to be completed 25% of Contract amount	4 Months	2	Value of work to be completed 60% of Contract amount	8 Months	3	Completion of contract in all respects	12 Months
Mile stone	Description	Period of completion from the start date											
1	Value of work to be completed 25% of Contract amount	4 Months											
2	Value of work to be completed 60% of Contract amount	8 Months											
3	Completion of contract in all respects	12 Months											
<b>GCC 1.1 (y)</b>	The Project Manager is Chief Engineer, VMRDA, Visakhapatnam												
<b>GCC 1.1 (aa)</b>	The Site is located at Kailasgiri Hilltop, Vishakhapatnam												
<b>GCC 1.1 (dd)</b>	The Start Date shall be one week after the date of issue of notice to proceed with works to the contractor.												
<b>GCC 1.1 (hh)</b>	<p>The Works consist of Restoration and Redevelopment of 380 acres Kailasgiri Hilltop park at Visakhapatnam.</p> <p>Identification number of Contract is: <b>IFB No.:</b> 01/ AP / VMRDA / APDRP / Visakhapatnam / 2019-20</p>												
<b>GCC 1.1 (ii)</b>	<p>The following is added as GCC 1.1. (ii)</p> <p>“ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.</p>												
<b>GCC 2.2</b>	Sectional Completions are: NA												
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract:												

	S.No.	Document	Description of the document
	1.	Construction Methodology	Construction methodology given in bid amended as per comments of Employer given in letter of acceptance.
	2.	Quality control	Quality control procedures and assurance plans given in the bid and amended as per comments of Employer given in letter of acceptance.
	3.	Environmental, Social, Health and Safety	(i) ESHS Management Strategies and Implementation Plans; and (ii) Code of Conduct (ESHS)
	4.	Key Personnel	Schedule of Key Personnel
	5.	Equipment	Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction.
<b>GCC 3.1</b>	The language of the contract is English.  The law that applies to the Contract is the laws of Union of India.		
<b>GCC 5.1</b>	The Project Manager <i>may</i> delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.		
<b>GCC 7.1</b>	The ceiling for sub-contractor is 25%		
<b>GCC 8.1</b>	Schedule of other contractors: NA		
<b>GCC 9.1</b>	Key Personnel and equipment:  GCC 9.1 is replaced with the following:  9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.		
<b>GCC 9.2</b>	The following is inserted as GCC 9.2 (e):  "Breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender-based violence, (GBV), sexual		

	exploitation or abuse, illicit activity or crime).”			
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be:			
	S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance
	(i)	Works and Plant and Materials which are incorporated in works	Initial Contract Value	5% of contract value
	(ii)	Loss or damage to Construction Equipment	Total book value of the equipment brought to the site by the contractor	5% of book value
	(iii)	Other Property	Rs 50,00,000/-	5% of property value
	(iv)	Personal injury or death insurance: a) for other people;	As per workmen’s Compensation Act 1923 and other Acts in force	As per workmen’s Compensation Act 1923 and other Acts in force
	b) for Contractor’s Employees	In accordance with the statutory requirements applicable in India		
<b>GCC 14.1</b>	Site Data are:  The Kailasagiri Hill is around 20 km from Vishakhapatnam Airport and 15 km from Vishakhapatnam Railway station. It is located on the eastern coast of India in Visakhapatnam District in the State of Andhra Pradesh. The extent of project site which is around 380 acres (129 ha). The site is accessed through Kailasagiri Ghat road from Police quarters road on the northern part of the hill, which further connects the beach road on the eastern side of the hill.			
<b>GCC 15.2</b>	Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.			
<b>GCC 16.1 (add new 16.2)</b>	<b>ESHS Management Strategies and Implementation Plans</b>  The following is inserted as a new sub-clause 16.2:  “ <b>16.2</b> The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or			

	<p>investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, 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. The Contractor shall submit, on a continuing basis, for the Project Manager'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). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). 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 Project Manager."</p>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: one calendar week from the date of issue of notice to proceed with the work.
<b>GCC 23.1 &amp; GCC 23.2</b>	<p>Name of the agreed Adjudicator: Mr. D. Sree Rama Murthy</p> <p>Appointing Authority for the Adjudicator: Chairman, The Institution of Engineers (India), Vijayawada</p>
<b>GCC 24.3</b>	<p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p>1. Fee per hearing INR10, 000 per day+ reimbursable expenses. The reimbursable expenses would include the actual travelling expenses, lodging and cost of food subject to maximum of following limits:</p> <p>II. Boarding and Lodging – INR 4,500 Per Day</p> <p>III. Travel Expenses – INR 10 Per Km</p>
<b>GCC 24.4</b>	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to</p>

reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the\* Indian Council of Arbitration.

- (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the \*Indian Council of Arbitration both in cases of Foreign Contractor as well as Indian Contractor, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.
- (c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works.
- (d) Arbitration proceedings shall be held at Visakhapatnam, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the \* Indian Council of Arbitration.
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

***Alternatively***

[Apart from the adhoc arbitration services obtained through mutually

	<p>agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to ‘Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration’ by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber’s Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council for National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Visakhapatnam, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English”. <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</i></p>
<p><b>B. Time Control</b></p>	
<p><b>GCC 26.1</b></p>	<p>The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance.</p> <p><i>[This program should be in adequate detail and generally conform to the program submitted along with bid. Deviations if any from that should be clearly explained and should be satisfactory to the Project Manager]</i></p>
<p><b>GCC 26.2</b></p>	<p>ESHS Reporting</p> <p>Inserted at the end of GCC 26.2</p> <p>“In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided</p>

	<p>to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> <li>(a) confirmed or likely violation of any law or international agreement;</li> <li>(b) any fatality or serious (lost time) injury;</li> <li>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</li> <li>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</li> <li>(e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.</li> </ul>
<b>GCC 26.3</b>	<p>The period between Program updates is 60 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs.15,000/- per day.</p>
<b>GCC 26.4</b>	<p>Add after clause 26.4</p> <p>26.5 The Contractor shall submit monthly progress reports [MPR]. MPRs shall be prepared by the Contractor and submitted to the Project Manager in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.</p> <p>Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> <ul style="list-style-type: none"> <li>[a] charts and detailed descriptions of progress, including each stage of design [if any], Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor if any,</li> <li>[b] photographs showing the status of manufacture and of progress on the Site;</li> <li>[d] the details of Contractor's Personnel and Equipment;</li> <li>[e] copies of quality assurance documents, test results and certificates of</li> </ul>



	<p>Materials;</p> <p>[f] list of early warning notices issued under GCC Sub-Clause 31 if any;</p> <p>[g] safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and</p> <p>[h] comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being [or to be] adopted to overcome delays.</p>
<b>GCC 30</b>	Venue of management meeting will be: Conference Hall 9 <sup>th</sup> Floor, Visakhapatnam Metropolitan Region Development Authority, Visakhapatnam

### **C. Quality Control**

<b>GCC 34.3</b>	The Defects Liability Period is: 24 months from the date of completion of work.
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### **D. Cost Control**

<b>GCC 38.2</b>	<p>In GCC 38.2, add the following after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
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<b>GCC 40</b>	<p>Add new GCC 40.7:</p> <p>“40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or</li> </ul>
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	<p>impacts;</p> <p>(iii) failure to implement the C-ESMPe.g. failure to provide required training or sensitization;</p> <p>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
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<b>GCC 41.1</b>	Interest rate for Delayed payment is 8% per annum.																		
<b>GCC 45.1</b>	<p>Price Adjustment:</p> <p>The contract is subject to price adjustment in accordance with G.C.C. Clause 45.</p> <p>Price Adjustment</p> <p>The contract is subject to price adjustment in accordance with G.C.C. Clause 45 and following information regarding coefficients does apply. The Price Adjustment shall be done in accordance with Tables 1 and 2 of Adjustment Data given in Appendix 2. The base and current price of the following items shall be based on the source indicated below:</p> <p>(i) Diesel: Selling price of HPCL depot at Visakhapatnam. In case the work extends over long stretches or different sections specify separate identified depot.</p> <p>(ii) Bitumen: Selling Price of Bitumen from the HPCL refinery at Visakhapatnam.</p> <p><b>The following percentages will govern the price adjustment for the entire contract:</b></p> <table> <tr> <td>1. Cement -</td> <td>3.40 %</td> </tr> <tr> <td>2. Steel -</td> <td>5.44 %</td> </tr> <tr> <td>3. Bitumen -</td> <td>1.70 %</td> </tr> <tr> <td>4. POL -</td> <td>15.00%</td> </tr> <tr> <td>5. P&amp;M-</td> <td>2.10 %</td> </tr> <tr> <td>6. Labour -</td> <td>8.16%</td> </tr> <tr> <td>7. Fixed-</td> <td>15.00 %</td> </tr> <tr> <td>8. Others -</td> <td>50.80 %</td> </tr> <tr> <td><b>Total</b></td> <td><b>100 %</b></td> </tr> </table>	1. Cement -	3.40 %	2. Steel -	5.44 %	3. Bitumen -	1.70 %	4. POL -	15.00%	5. P&M-	2.10 %	6. Labour -	8.16%	7. Fixed-	15.00 %	8. Others -	50.80 %	<b>Total</b>	<b>100 %</b>
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<b>Total</b>	<b>100 %</b>																		

	<b>The price Adjustment will be done every month</b>											
<b>GCC 46.1</b>	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.											
<b>GCC 47.1</b>	<p>The liquidated damages for the whole of the Works are <b>0.05%</b> of the final contract price per day. The maximum amount of liquidated damages for the whole of the Works is <b>10 %</b> of the final Contract Price.</p> <p>For milestone 1 (0 – 4 Months)      INR 70,688/- per day</p> <p>For milestone 2 (4 – 8 Months)      INR 98,963/- per day</p> <p>For milestone 3 (8 – 12 Months)      INR 1,13,100/- per day</p>											
<b>GCC 47.2</b>	<p>Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data.</p> <p>However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate.</p>											
<b>GCC 49.1</b>	<p>The amount of the advance payments are:</p> <table border="1"> <thead> <tr> <th><u>Nature of Advance</u></th> <th><u>Amount (Rs.)</u></th> <th><u>Conditions to be fulfilled</u></th> </tr> </thead> <tbody> <tr> <td>1. Mobilization</td> <td>5% of the Contract price</td> <td>On submission of unconditional Bank Guarantee and after obtaining the confirmation of Bank Guarantee from issuing Bank. <b>(to be drawn before end of 20% of Contract period)</b></td> </tr> <tr> <td>2. Equipment <b>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</b></td> <td>90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.</td> <td>After equipment is brought to site as per agreed construction program (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank</td> </tr> </tbody> </table>			<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>	1. Mobilization	5% of the Contract price	On submission of unconditional Bank Guarantee and after obtaining the confirmation of Bank Guarantee from issuing Bank. <b>(to be drawn before end of 20% of Contract period)</b>	2. Equipment <b>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</b>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.	After equipment is brought to site as per agreed construction program (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank
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	<p>3. Secured advance for non-perishable materials brought to site [Cement, Steel, Bitumen, Stone slabs of granite, Tandur, etc., Concrete pavers, Flooring tiles, Water ATM Machine]</p>	<p>75% of Invoice value or Market value – lower of the two.</p> <p>Guarantee for amount of advance and after obtaining the confirmation of BG from issuing Bank</p> <p>a) The materials are in-accordance with the specification for Works;</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer.</p> <p>c) the Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the Purpose of valuation for material and providing evidence of ownership and payment thereof;</p> <p>e) Ownership of</p>
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	<p>such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Project Manager.</p> <p>(The advance will be paid to the Contractor no later than 15 days after fulfilment of the above conditions).</p> <p><b>Repayment of advance payment for mobilization and equipment:</b></p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Project Manager under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or 3 (three) months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 30percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.</p> <p><b>Repayment of secured advance:</b></p> <p>The advance shall be repaid from each succeeding monthly payments to the extent materials <i>[for which advance was previously paid pursuant to Clause 49 of GCC and 49.1(3) of PCC.]</i> have been incorporated into the Works.</p>
<p><b>GCC 50.1</b></p>	<p>“GCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security including additional security for unbalanced bids, and the ESHS Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion.”</p>

<b>GCC 50.1</b>	<p>The Performance Security amount is 5% (percent) of contract price, plus additional security for unbalanced bids [<i>in terms of ITB Clause 40</i>], and Environmental, Social, Safety and Health (ESHS) Performance Security amount is 1% (percent) of Contract Amount</p> <p>The standard forms of Performance Security, and if applicable ESHS performance security, acceptable to the Employer shall be unconditional Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.</p> <p><i>[Notes: The <b>Bank Guarantees</b> shall be unconditional (on demand) (see Section X, Contract Forms).</i></p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ESHS performance security' to be submitted by the successful bidder in the amounts specified above.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>* The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of work, as the case may be.</p> <p>* The date by which "as-built" drawings (in suitable scale) including a compact disc containing digitized drawings in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.</p>
<b>GCC 56.2</b>	<p>The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals *by the date required in G.C.C. 56.1 is <b>Rs.15.00 lakhs</b></p>
<b>GCC 57.2 (g)</b>	<p>The maximum number of days is: 200 days</p>
<b>GCC 58.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%.</p>

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## **Appendices**

Appendix 1  
**Salient Features of Labour & Environment Protection  
Laws<sup>30</sup>**

**ANDHRA PRADESH DISASTER RECOVERY PROJECT**  
**Restoration & Redevelopment of 380 Acres Kailasagiri Hill Top park at Visakhapatnam.**

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**SALIENT FEATURES OF SOME OF THE MAJOR LAWS  
THAT ARE APPLICABLE FOR WORKERS AND RELATED ASPECTS**

During continuance of the contract, the Contractor and his sub-contractors shall always abide by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority. 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.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority because of contravention of any of the provisions of any Act or rules made there under, regulations or notifications 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 Engineer/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer 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.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

The Contractor is expected to be acquainted with all the latest applicable Laws, including those concerning safety at work. Salient features of some of the major laws that are applicable are given below. The list is illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list.

**1) Payment of Wages Act, 1936**

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<sup>30</sup>This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.



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It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

**2) Minimum Wages Act, 1948**

The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways etc. are scheduled employments.

**3) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996**

All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer, to whom the Act applies, has to obtain a registration certificate from the Registering Officer appointed by the Government.

**4) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979**

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

**5) Employees P.F. and Miscellaneous Provision Act, 1952**

The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death, as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

**6) Employees Compensation Act, 1923**

The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment by certain employers to their employees for injury caused to them by accident. It enables an employee, and in case of death of an employee, his dependents, to get, at the cost of his employer compensation for employment injury. If an employee contracts an occupational disease while in employment, it is also treated under the Act as injury caused by accident.

**7) The Personal Injuries (Compensation Insurance) Act, 1963**

This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment. The employer has to provide workmen the insurance against the liability. The Act describes

the term which is of major importance under the Act it called as partial disablement and total disablement.

**8) Employer's Liability Act, 1938**

This Act protects workmen who bring suits for damages against employers in case of injuries endured during employment. Such injuries could be because of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.

**9) Employee's State Insurance Act, 1948**

The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death because of an employment injury.

**10) Labour (Regulation and Abolition) Act, 1970**

The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

**11) Equal Remuneration Act, 1976**

The Act provides that no employer shall pay to any worker employed by him in an establishment or employment, remuneration whether payable in cash or in kind at the rates less favourable than those at which remuneration is paid by him to the workers of the opposite sex in such establishment or employment. The Act further provides that no discrimination should be made against women at the time of recruitment. The Act also provides for not for making discrimination against female employees in the matters of transfers, training and promotions etc.

**12) Child Labour (Prohibition and Regulation) Act, 1986**

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

**13) Maternity Benefit Act, 1961**

An Act to regulate the employment of women in certain establishments for certain periods before and after child-birth and to provide for maternity benefit and certain

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other benefits. It provides for maternity benefits, including leave, wages, bonus, nursing breaks etc.

**14) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013**

This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee.

**15) Payment of Bonus Act, 1965**

The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for applicability of this Act.

**16) Payment of Gratuity Act, 1972**

Gratuity is payable to an employee under the Act on satisfaction of certain conditions - on separation if an employee has completed 5 years of service or more or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

**17) Contract Labour (Regulation & Abolition) Act, 1970**

The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

**18) Bonded Labour System (Abolition) Act, 1976**

The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.

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**ANDHRA PRADESH DISASTER RECOVERY PROJECT**  
**Restoration & Redevelopment of 380 Acres Kailasagiri Hill Top park at Visakhapatnam.**

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

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 unsafe construction practices, pollution, noise or other causes arising as consequence of his methods of operation.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority, because of contravention of any of the provisions of any Act or rules made there under, regulations or notifications, including amendments. If the Employer is caused to pay or reimburse 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 Engineer/Employer shall have the right to deduct such amount from the Contractor including from his performance security. The Employer/Engineer 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.

During continuance of the Contract, the Contractor and/or his sub-contractors shall always abide by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the Central Government/State/Local or legal authorities.

Salient features of some key laws, including amendments thereof, pertaining to safety, health and environment aspects that are applicable to these works are given below:

**1. Environment (Protection) Act, 1986, as amended**

The Act provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organisms and property. The Act is an "umbrella" legislation designed to provide a framework for central government coordination of the activities of various authorities (including at the central and state level) established under laws, such as the Water Act and the Air Act.

**2. The Environment (Protection) Rules, 1986, as amended**

The Central Government made the rules to implement provisions of the Environment Protection Act and deal with related matters.

**3. The Forest Conservation Act, 1980 and Forest (Conservation) Rules, 1981, as amended**

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These provide for protection of forests by restricting conversion of forested areas into non-forested areas, prevention of deforestation and stipulate the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also lays out the norms and compliance requirements of the Employer and the Contractor.

**4. Biological Diversity Act, 2002 and Biological Diversity Rules, 2004**

This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.

**5. Andhra Pradesh Water, Land and Trees Act, 2002**

This Act promotes water conservation and tree cover in state of Andhra Pradesh. It regulates the exploitation and use of ground as well as surface water and seeks protection and conservation of water sources, land, environment and matters connected therewith or incidental thereto.

**6. The Mines Act, 1952 as amended; the Minor Mineral and Concession Rules as amended and the State Mineral (Rights and Taxation) Acts, as may be in force**

The Contractor will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will have to be obtained. Contractors will need to ensure full compliance to these rules and any conditions imposed in permits issued under the Act and Rules. These requirements should be read in conjunction with EIA Notification, 2006 wherein Environmental Clearance will be required from DEIAA/SEIAA if borrow areas or new quarries are required to be established for the works under this contract.

**7. Water (Prevention and Control of Pollution) Act, 1974, as amended**

The act prohibits discharge of pollutants into water bodies beyond a given standard and lays down penalties for non-compliance with its provisions. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. The act provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water.

**8. The Water (Prevention and Control of Pollution) Rules, 1974, as amended**

The Act prohibits discharge of pollutants into water bodies beyond a given standard and lays down penalties for non-compliance with its provisions. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological

properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water.

**9. The Water (Prevention and Control of Pollution) Cess Act, 1977, as amended**

The Act provides for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Board for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.

**10. The Water (Prevention and Control of Pollution) Cess Rules, 1978, as amended**

For exercising the legislative provisions of the Water Cess Act, the Government of India made the Cess Rules in 1978.

**11. Easement Act, 1882, as amended**

This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.

**12. State Groundwater Act and Rules, as may be in force and Guidelines for Groundwater Abstraction, 2012, as amended**

The State Groundwater Act and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/ Infrastructure project proposals in Non-Notified areas, 2012. These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Board prior to groundwater abstraction through any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.

**13. Air (Prevention and Control of Pollution) Act, 1981, as amended**

This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

**14. The Air (Prevention and Control of Pollution) Rules, 1982, as amended**

**15. Noise Pollution (Regulation and Control) Rules, 2000, as amended**

The noise pollution rules lay down such terms and conditions as are necessary to reduce noise pollution, including during night hours. This will be applicable for all construction equipment/plant and machinery including vehicles deployed for implementation of works under this contract for regulation of ambient noise levels.

**16. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, as amended**

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The Act provides for regulating the employment and conditions of service of building and other construction workers. It also provides for their safety, health and welfare measures and other matters connected therewith or incidental thereto. It applies to every establishment which employs or had employed on any day of the preceding twelve months, ten or more building workers in any building or other construction work. Apart from labour welfare and basic facility provision such as canteens, first-aid facilities, ambulance, housing accommodation for workers near the workplace etc., the act requires employers to make adequate provisions for safety and health measures for construction workers, including appointment of safety committees, safety officers and compulsory notification of accidents.

**17. Hazardous and Other Waste (Management and Trans-boundary Movement) Rules, 2016, as amended**

These provide for protection of public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.

**18. Manufacture, Storage and Import of Hazardous Chemicals (Amendment) Rules, 2000, as amended**

These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.

**19. Public Liability Insurance Act, 1991, as amended**

The Act provides for public liability insurance for providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous under the Environment (Protection) Act 1986 and exceeding such quantity as may be specified by notification by the Central Government.

**20. The Public Liability Insurance Rules, 1991, as amended**

The Public Liability Insurance Rules were drawn up to provide for public liability insurance for providing immediate relief to the persons affected by accident while handling any hazardous substance.

**21. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996:**

This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.

**22. Construction and Demolition Waste Management Rules, 2016, as amended**

These rules shall be applicable to wastes resulting from excavation, construction and demolition operations and will include excavated pavement materials, cement concrete roads, other construction debris and rubble from demolition/remodeling/repair of buildings/civil structures etc.

**23. Solid Waste Management Rules, 2016, as amended**

The rules are applicable to all forms/types of solid waste generated at operational areas, including construction camp sites.

**24. Plastic Waste Management Rules, 2016, as amended**

This provides for control and management of the plastic waste generated from any activity.

**25. The Batteries (Management and Handling) Rules, 2001, as amended**

The rules were enacted with the primary objective of ensuring safe disposal of discarded lead acid batteries. Rules require proper control and record keeping on the sale or import of lead acid batteries and collection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries.

**26. The Petroleum Rules, 2002, as amended**

This provides for safe use and storage of petroleum products.

**27. The Gas Cylinder Rules, 2004, as amended**

This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity.

**28. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended**

These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.

**29. National Building Codes of India, 2005 and as amended**

This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical



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gadgets, equipment and accessories; and all other such codes incidental to the Contract.

**30. Motor Vehicle Act, 1988 (and State Motor Vehicle Act as may be in force)**

The Motor Vehicles Act, 1988 regulates all aspects of road transport vehicles. It provides in detail the legislative provisions regarding licensing of drivers/conductors, registration of motor vehicles, control of motor vehicles through permits, traffic regulation, insurance, liability, offences and penalties, etc. This act will be applicable for all construction equipment/plant and machinery including vehicles deployed during implementation.

**31. Motor Vehicle Rules, 1989 (and Andhra Pradesh Motor Vehicle Rules as may be in force)**

For exercising the legislative provisions of the Motor Vehicles Act, the Government of India made the Central Motor Vehicles Rules, 1989.

**32. The Ancient Monuments and Archaeological Sites and Remains Act, 1958; the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010; the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 as amended in 2011; the National Monuments Authority Rules, 2011 and; similar State Acts**

These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property are not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology, as applicable.

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**ANDHRA PRADESH DISASTER RECOVERY PROJECT**  
**Restoration & Redevelopment of 380 Acres Kailasagiri Hill Top park at Visakhapatnam.**

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**LABOUR MANAGEMENT PLAN**

This Labor Management Plan contains a set of measures with an aim to avoid, reduce and manage undesirable impacts from labor influx during the construction phase. Based on this, the Contractor must develop a detailed mitigation plan specific to this project (and its local context) and assign appropriate roles & responsibilities to the staff/team members to implement the formulated plan. The contractor must:

- Ensure implementation relevant Labour laws relating to their welfare, wages, basic amenities at work place, overtime, insurance etc.
- Avoid or reduce instances of negative impacts on the community and maintain constructive relationships between local communities and workers' camps.
- Establish standards on worker welfare and living conditions at the camps that provide a healthy, safe and comfortable environment to live and work.

This Labor Management Plan should be read and implemented in conjunction with the project's Environment Management Plan (EMP) (also a part of this contract) and Social Management Plan (SMP).

Based on the assessment of potential impacts related to workers/labour involved in construction activities, mitigation/management measures to avoid and reduce such identified impacts, and the monitoring required to determine the performance of these measures, is listed in the sections below.

Maintaining Community Relations

1. Unauthorized movement of construction workers (during and after working hours) could result in trespassing and create amongst residents a sense of that their privacy is being invaded. This may result in increasing incidents of crime and or violence and threats to the safety of community members. The disparity of income levels and potential availability of illegal substances, illicit or culturally inappropriate lifestyle choices can also cause increased tension between local communities and the workers at camps. Contractor shall enforce a 'closed' camp policy. Workers will be strictly prohibited from interacting with the local community unless agreed by the Company.
2. Contractor, as appropriate, shall provide adequate recreation facilities for workers to reduce incentive for leaving camps during leisure time. Contractor shall limit workers' interaction with the community when outside the camp. This includes organizing transport directly to and from the worksite.

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3. If community members or local businesses express grievance/s in relation to camp related activities/operations, the Contractor shall immediately respond to the complaint and amend camp related activity/operation to address the issue.

#### Discipline in the Camp

4. The workers shall abide by camp rules, which should include a disciplinary process. Contractor shall ensure adherence to the code of conduct by the workers in the camp.
5. The Contractor shall be cognizant of the environment in which the project works are being undertaken and shall, respect local cultural events such as religious events, funerals and the like.
6. The Contractor shall provide briefing to all migrated workers on camp rules, behaviour between fellow workers and the community; procedures for dealing with camp related complaints. The objective of this orientation will be to increase awareness about the local area and cultural sensitivities.
7. Potential interaction between workers, persons engaged in illicit activities and the community increases the risk of spreading communicable diseases. The Contractor shall comply with minimum health requirements within camps and those related to outside communities.

#### Community Resources

8. Any infrastructure, services or resources used by camps that result in reduction or shortage for the local community will have a negative impact. Contractor shall utilize such resources for camp use in a manner that minimizes impacts on local supply and use.
9. Increased demand for food and other provisions may deplete natural resources e.g., firewood, timber, fisheries, etc. potentially causing shortages of supply in the local community, and/or increasing the price of goods, affecting affordability for local communities. The contractor shall as far as possible not purchase products in the local community where such issues can arise.

#### Camp Location

10. Setting-up of the camp/plant site may result in loss of productive lands and the resources upon these lands. Camps may also restrict or impede access to areas for the local community. Potential camp locations will be selected in consultation with the Employer (his Environment and Social Officers). Selection of camp site location/s shall also fully consider requirements set forth in the Environmental Management Plan.
11. Construction camps may result in a noticeable increase in traffic, noise, air emissions and light intrusion which could negatively affect the lifestyle of nearby communities and pose a potential safety issue. The Contractor shall refer to the Environmental

Management Plan that includes mitigation/ avoidance measures that relate to the local community.

#### Worker Welfare, Living Conditions and Non-discrimination

12. Construction workers living in camps may encounter unsafe, unhygienic conditions and stress that can negatively impact their health and welfare. These may be caused by poor living conditions (accommodation, ablution and sanitary, health, recreation catering and laundry). Contractor shall comply with minimum standards for camp buildings, facilities and services as specified in the Environmental Management Plan. This will include but are not limited to first aid facilities and services; drinking water and sanitary facilities; entertainment/recreation facilities and services; communication services; food and canteen facilities and services; accommodation requirements; and laundry facilities. There will be no discrimination in facilities based on worker's race, gender and caste.
13. Measures must be put in place for the safety and welfare of women and children in the camps. Crèches for the women labor with children must be provided in the labor camp.
14. Camp rules in relation to alcohol consumption and drug prohibition will be complied with.
15. The Contractor shall be sensitive to cultural issues, including those related to religion, discrimination and harassment. The Contractor may provide prayer rooms and other facilities, as necessary and to the extent practicable, to satisfy the religious needs and customs of its workforce.
16. Contractor's personnel shall not engage in any discrimination or harassing behavior. The Contractor shall establish an Equal Opportunity Policy to promote non-discrimination in accordance with labor legislations.
17. The Contractor shall implement a worker grievance procedure to address grievances of the workers.

#### Security of the Camp

18. Camp will be controlled by security to avoid intrusions from people who are not connected with construction work. The Contractor shall provide security measures at the camp/s which may include fencing, locks, alarms, pass card systems, badge and pass system, access points, safe transport of personnel, as appropriate.
19. Decommissioning of camps can also have some potential impacts. Local employment and provision of local goods and services at camps will no longer be required. Locals employed and previously accommodated in camps will no longer have access to services and benefits available at camps (e.g. health services, recreation facilities) and infrastructure which provides benefits to communities may no longer be maintained (e.g. roads) and may be decommissioned/removed/reinstated (e.g. access tracks).

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Contractor is to follow a proper retrenchment procedure and where community requests, some infrastructure and services may be retained at the discretion of Company and if permitted by the Environmental Officers on the project. However, clean-up, rehabilitation/restoration and other decommissioning requirements for the camp/plant areas shall be adhered to.

#### In-migration

20. There is a likelihood of in-migration into areas around the construction camp/s. Existing communities may also relocate to be closer to the camps. In-migration can result in disputes and sometimes violence between the new settlers and the resident community. Migrants moving into existing settlements may increase demand and inflate prices for housing, goods and services and increased pressure on infrastructure, services and resources. The Contractor shall enforce a 'closed' camp policy.

#### Implementation – Resources and Training

21. The Contractor shall ensure that all personnel responsible for the execution of the tasks and requirements contained within this Plan are competent based on their education, training and experience.
22. The Contractor's Plan shall describe the roles and responsibilities of the personnel and ensure that they are communicated properly to all concerned.
23. The Contractor shall ensure required resources are allocated to meet the requirements of this Plan, including for awareness generation/sensitization and training, as needed.

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**ANDHRA PRADESH DISASTER RECOVERY PROJECT**  
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**ENVIRONMENTAL MANAGEMENT PLAN**

Comprehensive Environmental, Social, Health and Safety Management Strategies and Implementation Plan, including Code of Conduct that will be followed by Contractor's employees and sub-contractors, if any for the execution of the works under this contract, shall be submitted and implemented by the Contractor to ensure compliance with Environmental, Social, Health and Safety (ESHS) requirements of the World Bank Group (available at

<http://www.worldbank.org/en/programs/environmental-and-social-policies-for-projects>);

with applicable Laws/Rules/Regulations of Government of India, Govt of Andhra Pradesh and the Environment Management Plan of the project under the contract for protection of environment, safety, public health, property of the public.

VMRDA has applied for permission from Andhra Pradesh Coastal Zone Management Authority for the works under this contract and the conditions stipulated under this clearance shall be binding on the Contractor and must be strictly adhered to.

The Employer following World Bank's Guidance has prepared an Environmental Management Plan (EMP) applicable to this operation to ensure that project activities/works cause minimal environmental damage and disruption to public and workers.

The Contractor shall submit a revised Work Program including Environmental, Health and Safety Management Plan (EHSMP) for the Works (in such form and detail as the Engineer-in-Charge shall reasonably prescribe) within 14 days of delivery of the Letter of Acceptance. This program should be in adequate detail and generally conform to the program submitted along with bid document. Deviations, if any should be clearly explained and shall be satisfactory to the Engineer-in-Charge.

Adverse impact/s on the environment caused due to non-adherence of legal and/or EHS requirements during pre-construction stage and/or during construction/execution of civil works or during DLP period shall be made good at Contractor's own expenses. Lapse/s in implementing the EMP will attract appropriate contractual remedies. The Environmental Impact Assessment from which these conditions have been derived/listed is available with the Project Management Unit, APDRP and the Implementation Agency/PIU - VMRDA. It is also available on project website for reference.

The specifications/work requirements stated below should be studied properly and the bid should be priced accordingly. The Contractor shall include for the requirements of this EMP in the Program of Works and the Bill of Quantities. All items shall be deemed incidental to work unless otherwise provided for in the price schedule/BoQs.

The Contractor will abide by the Environmental, Health and Safety (EHS) measures listed below:

<b>S.No.</b>	<b>Activity/Aspect</b>	<b>Measures to be implemented by the Contractor</b>
1.	Work Program and Planning	The Contractor's Project Manager shall be responsible for implementation of EMP and will coordinate the over -all implementation of the said plan. As part of the revised Work Program, within 14 days of delivery of the Letter of Acceptance, the Contractor shall submit an EHSM plan, including method statement and timeline about specific actions that will be taken by Contractor to implement the provisions laid out in the EMP.
2.	Appointment of Environment and Safety Officer	The Contractor shall designate and mobilize a qualified Environment and Safety officer for effective implementation of EMP and ensuring safe operations during construction stage within 21 days from signing the Letter of Acceptance.
3.	Joint Verification	<ul style="list-style-type: none"> <li>a. Videography (not using a phone) shall be carried out clearly showing the site conditions within 15 days from signing of the Contract. SPIU and PMC staff will remain present during this exercise.</li> <li>b. The Contractor will also submit geo-referenced and digitally date stamped still photographs taken at every 50 meters to VMRDA, PMC, PMU/APDRP clearly showing the chainage and site conditions within 15 days from signing of the Contract.</li> <li>c. A joint survey with PMC shall be carried out to demarcate the proposed outer limits of construction with suitable markers.</li> <li>d. Identification and marking of utilities that are likely to be impacted such as Electric Poles, Statues, Common Property Resources and other utilities to be shifted or re-built shall be done.</li> <li>e. Once this is done, the Contractor shall submit a request to VMRDA for a detailed joint site wherein PIU officials, PMC and PMU representatives will participate.</li> <li>f. Based on the regulatory conditions, site conditions and any suggestions/recommendations made during the joint visit/s, the proposed design can be slightly adjusted to minimize adverse impacts on environment.</li> <li>g. The Contractor shall record all findings/proceedings and</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>decisions made. A comprehensive report incorporating all aspects will be jointly signed by the Contractor, VMRDA and PMC.</p>
4.	Obtaining requisite regulatory permissions and clearances prior to start of work as applicable	<p>a. The Contractor, including the Environment and Social Officer and all other key staff should be well informed about requirements of local laws, regulations, and rules in force in State of Andhra Pradesh and within VMRDA area. This includes applicable environmental laws and regulations, labour laws and safety requirements.</p> <p>b. Contractor shall obtain permission for cutting/pruning of trees, in line with state government rules and norms, if required.</p> <p>c. Contractor will obtain Consent to Establish and Consent to Operate for setting up of DG sets, Batching Plant (RMC), etc. as required from Andhra Pradesh State Pollution Control Board (APSPCB).</p> <p>d. Contractor should obtain environmental clearance from State or District Environmental Impact Assessment Authority (SEIAA/DEIAA) for opening and use of borrow areas for the project.</p>
5.	Shifting of Utilities	<p>a. Contractor based on the joint verification exercise will ensure that the necessary permissions are obtained from concerned departments for the works under this contract.</p> <p>b. Contractor shall continue to coordinate with respective departments, as needed during the utility shifting process to avoid unwarranted delays and issue during execution of works.</p>
6.	Access to public and private properties	<p>Contractor shall ensure that temporary access to public and private properties, if any, is provided during the beachfront redevelopment works and that these are permanently restored after the work in that section is over.</p>
7.	Protection of Trees	<p>a. Contractor shall take approval of the concerned Engineer before site clearance to start the construction work.</p> <p>b. Contractor shall take all precautions needed to preserve the trees. All efforts shall be made to prevent damage to trees other than those identified for cutting/pruning.</p> <p>c. If any tree needs to be cut, necessary prior permission shall</p>



S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>be obtained. Contractor shall undertake tree cutting as per the written instructions of the Engineer-in-Charge and only after obtaining permission from appropriate authority.</p> <p>d. Contractor shall not disturb or cut any trees during construction, unless otherwise directed by the Engineer-in-Charge and for which prior clearance has been taken.</p> <p>e. If required, the Contractor shall propose modifications in design to suit to site conditions to prevent damage to trees.</p>
8.	Construction plan and communication with public	<p>a. Contractor shall develop time bound construction schedule and submit it to VMRDA within 15 days prior to start of construction work</p> <p>b. Contractor shall install a project information board at the start and end of the project site showing name of work, project cost, duration, date of commencement, proposed date of completion, details of grievance redressal mechanism along with contact details of key officials/personnel.</p> <p>c. Information campaigns shall be planned/designed and implemented in line with provisions made in communication strategy/plan made for these works.</p>
9.	Setting up construction camp and material storage areas: Selection of land/Location for setting up construction camp, or material storage area, Batching Plants etc., operational safety, sanitation, drinking water supply,	<p>a. Contractor shall identify the site/s for setting up material storage area, construction camp, plant and shall notify the Engineer for required approval.</p> <p>b. Any plant or construction camp site and/or construction material storage site shall be sited at a min. distance of 200 m from water body and 500 m from residential area or any sensitive location like school or hospital. The plant/s shall be in downwind direction of any residential area.</p> <p>c. Available vacant land shall preferably be used for the establishment of camp/plant site.</p> <p>d. If usage of this land is not possible then the private land which is currently not being cultivated/used can be used for the establishment of the plant site with the consent of the land owner.</p> <p>e. Site shall be marked on the map and the layout of such sites along with the photographs shall be submitted to VMRDA and PMC prior to setting up any such facility to obtain prior written approval.</p>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>f. These sites shall be fenced with the sheets of minimum 3 meters height with fine netting on top to minimize the exposure of the public to the dust.</p> <p>g. Establishment and operation of these plants shall be initiated only after obtaining consent to establish and consent to operate from SPCB by the Contractor.</p> <p>h. Contractor shall ensure all measures for dust control (like sprinkling of water) and prevention of water, soil (preventing flow of contaminated water from camp) and noise pollution shall be taken up.</p> <p>i. Speed limits at site shall be maintained between 15-20 km/hr.</p> <p>j. Contractor shall ensure parking of vehicles or installation of machineries shall not block the access or public utilities in the project area.</p> <p>k. Adequate bio-toilets (for male and for female) shall be provided at construction camp, storage areas and operational areas.</p> <p>l. The bio toilet must have provision of at least 1000 litres overhead water storage. It shall be well maintained and in usable condition at all the times. It shall be regularly cleaned, and overhead tank replenished as per requirement. Work force shall be oriented to use mobile toilets. No open urination/defecation shall be allowed.</p> <p>m. Clean and cool drinking water facility shall be available for workers at site.</p> <p>n. Loose construction materials and waste storage area shall be covered properly.</p> <p>o. Fuel/Lube Oil shall be stored on concreted floor with spillages and leak collection pits.</p> <p>p. Oil interceptor shall be provided in vehicle cleaning areas</p> <p>q. Contractor shall ensure all construction vehicle shall comply with traffic rules and carry PUC certificate.</p> <p>r. Contractor shall ensure First Aid Kits at the camp in case of any emergency.</p> <p>s. Contractor shall ensure provision of Fire extinguishers in the fuel storage/ camps.</p>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>t. Provision of sprinklers for dust suppression shall be made.</p> <p>u. Contractor shall ensure regular inspection to confirm fitness of these plants and following points shall be verified during the visit:</p> <ul style="list-style-type: none"> <li>○ All plants are working in good working condition</li> <li>○ Dust pollution control measures are being taken up as per the consent orders</li> <li>○ Noise monitoring shall be taken up to ensure prevention of noise pollution</li> <li>○ Contractor shall ensure Workers safety by providing and use of necessary PPEs</li> <li>○ Contractor shall ensure the maintenance of record including Log book of operation of the plants</li> <li>○ Implementation of all provisions of EMP.</li> </ul> <p>v. Contractor shall ensure that these plant sites are restored back to the original condition after completion of the construction works.</p> <p>w. Contractor shall ensure all wastes and machinery shall be removed from the site after completion of works. Site shall be made clean and free from any temporary structure.</p>
10.	Sourcing of earth and Borrow Area Management	<ul style="list-style-type: none"> <li>○ VMRDA shall ensure the proposed borrow areas identified for project works have permission from the appropriate authority including Environmental Clearance (DEIAA/SEIAA).</li> <li>○ Contractor shall get approval of Engineer-in-Charge prior to opening and closure of every borrow area. VMRDA and PMC shall approve the borrow areas in accordance to the Indian Road Congress recommended practice for borrow pits.</li> <li>○ Contractor shall develop borrow area plan indicating the location and area of the identified borrow area along with the consent order of land owner, photographs of the area and geographical coordinates of the corners of the borrow areas</li> <li>○ Finalization of borrow areas for earth and all logistic arrangements as well as compliance to environmental requirements, as applicable shall be the sole responsibility of the Contractor.</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p data-bbox="625 233 1235 264">Selection Criteria of Borrow areas is as follows:</p> <ul style="list-style-type: none"> <li data-bbox="625 289 1451 394">○ Contractor shall identify the potential borrow areas and take permission from Engineer-in-Charge before operating any borrow area.</li> <li data-bbox="625 426 1451 573">○ The Contractor shall not start borrowing earth from selected borrow area until the mutual agreement is signed between landowner and Contractor. Copy of the document shall be submitted to Engineer-in-Charge.</li> <li data-bbox="625 604 1451 709">○ The Contractor in addition to the established practices, rules and regulation will also consider following criteria before finalizing the locations.</li> <li data-bbox="625 741 1451 804">○ The borrow area should not be located in agriculture field unless unavoidable i.e. barren land is not available.</li> <li data-bbox="625 835 1451 898">○ The borrow pits should not be located within 100 meters from the road edge.</li> <li data-bbox="625 930 1451 993">○ Contractor shall not be permitted to borrow areas in forest areas.</li> <li data-bbox="625 1024 1284 1056">○ Borrow areas shall be strictly outside CRZ areas.</li> <li data-bbox="625 1087 1451 1150">○ The loss of productive and agricultural land should be avoided.</li> <li data-bbox="625 1182 1451 1245">○ There should be no loss of trees and impact on vegetation is minimal.</li> <li data-bbox="625 1276 1451 1455">○ Planning of haul roads for accessing borrows areas shall be undertaken during this stage. The haul roads shall be routed to avoid agricultural areas as well as forest areas to the extent possible and shall use the existing village roads wherever possible.</li> <li data-bbox="625 1486 1451 1665">○ Borrow pits shall be drained to avoid stagnation of water and the bottom should be levelled properly/bottom level of borrow pits should be fixed with reference to the prevailing ground slope towards the nearest natural drain based on the site conditions.</li> <li data-bbox="625 1696 1451 1801">○ If waste land is not available, then soil from the agriculture fields can be taken with the consent of the land owners after removal of top soil.</li> <li data-bbox="625 1833 1451 1896">○ An agreement shall be formed with land owner indicating the area to be borrowed, the quantity of earth to be excavated,</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>time for borrowing, restoration/rehabilitation works and the cost to be paid to land owner in local language.</p> <p>General Conditions to be followed</p> <ul style="list-style-type: none"> <li>○ Top soil from the borrow area shall be removed up to depth of 15 cm and shall be preserved under covered condition. This soil shall be spread on the borrow area during closure. A 15cm topsoil will be stripped off from the borrow pit and this will be stored in stockpiles in a designated area for height not exceeding 2m and side slopes not steeper than 1:2 (Vertical: Horizontal).</li> <li>○ Restoration of the Borrow pits shall be done as per the EC conditions and in case of private lands it shall be as per willing of the land owner i.e. conversion to aquaculture farms/ farm ponds etc. as per the site conditions.</li> <li>○ Contractor shall keep records of all the borrow earth and TPQA shall check and verify all the sources and approvals time to time and if any issues arises it shall be brought to the notice of SPIU</li> <li>○ The Contractor will keep record of photographs of various stages i.e. before using materials form the location (pre-project), for the period borrowing activities (Construction Phase) and after renovation (post development), to ascertain the pre and post borrowing status of the area.</li> </ul>
11.	Sourcing of Other Construction Material	<ul style="list-style-type: none"> <li>a. Contractor shall ensure all materials used in beachfront redevelopment works are purchased from government approved quarry/ies.</li> <li>b. Contractor shall purchase materials and finalize vendors who have valid permissions, for which copies of the permissions shall be submitted to Engineer-in-Charge.</li> </ul>
12.	Arrangement for construction water	Contractor shall obtain necessary approval from concerned authority for arranging water required for construction.
13.	Debris disposal management and setting up debris disposal site	<ul style="list-style-type: none"> <li>a. Construction and Demolition wastes need to be disposed in accordance to Construction and Demolition Waste Management Rules, 2016, municipal waste should be managed as per the Solid Waste Management Rules, 2016 and hazardous waste shall be managed as per the Hazardous and Other Waste Management Rules, 2016</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>b. A site must be identified by the contractor prior start of construction for disposal of the above-mentioned waste material. This site shall be located minimum 150 m distance from water body and 500 m from a residential area.</p> <p>c. The site for waste disposal shall be approved by the Executive Engineer of VMRDA.</p> <p>d. Contractor will ensure that the debris are collected and transported to the pre-designated and approved debris disposal site. Records of debris generated and transported should be maintained by contractor.</p> <p>e. All the waste shall be segregated into recyclable and non-recyclable waste. Recyclable waste should be sold to authorized vendors and non-recyclable waste should be disposed off through local agencies in the area</p> <p>f. Compostable fraction of the municipal waste to be generated from the labour camps should be pit composted.</p> <p>g. Hazardous waste should be stored in isolated location in HDPE container only and should be disposed off through authorized vendors.</p>
14.	Hiring of the Construction Labour	<p>a. Contractor shall employ local people preferably for carrying out the construction works of beachfront redevelopment works</p> <p>b. No child labour shall be allowed at the site.</p>
15.	Setting up of Labour Camp Site	<p>a. Labour camps shall not be established on agriculture land, vegetated and planted land area and shall be set up at least at a minimum distance of 250 m from water body. Approval shall be obtained from Engineer-in-Charge prior to setting up such camp.</p> <p>b. The location, layout and basic facility provisions of the labour camp and photographs of the location will be submitted to Engineer-in-Charge for prior approval before establishing it. Contractor will comply with the relevant provisions of Building and other Construction Workers (Regulation of Employment and Conditions of Services) Act 1996.</p> <p>c. The contractor will provide and maintain well ventilated living accommodation and ancillary facilities for workers in functional and hygiene manner.</p> <p>d. Minimum Basic facility like fans, first aid, rest area, sanitation facility &amp; dustbins, fire-safety measures, cooking</p>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>area, bathing area and washing area shall be provided in the camps. Open urination/defecation shall be strictly prohibited. Mobile toilets as per requirement with anaerobic digestion facility shall be provided by contractor. Contractor shall make arrangement with local municipal extractor for disposal of night soil if necessary.</p> <p>e. Provision of supplying clean and cool drinking water shall be made at labour camp, construction camp and work sits for workers. A mobile drinking water counter/kiosk with minimum 300 litter capacity and two taps with bottom tank to collect waste water will be made close to worksite.</p> <p>f. Provision of LPG shall be made for cooking. Use of wood as fuel shall be prohibited.</p> <p>g. Once labour camp is demobilized then site shall be restored to original condition</p> <p>h. The domestic waste shall be segregated at site into recyclable and non-recyclable materials. Recyclable material shall be sold to recyclers and non-recyclable material shall be send for disposal through the local bodies</p> <p>i. The contractor shall take necessary HIV/AIDs prevention awareness measures will be taken at labour camps by the contractor including provision of contraceptives. Every quarter, HIV/AIDs awareness program shall be organized by EHS officer of the contractor. Contractor will prohibit contractor for use of any explosive, destruction of trees or disposing of waste to any water bodies or nearby open lands. Contractor will be responsible for the action of his employees.</p> <p>j. Regular Inspection shall be carried out by the EHS Officer of the contractor and Environmental Officer of VMRDA to ensure availability of minimum facilities at the camp and sanitation level at the camp. Status report shall form part of quarterly report from Project Implementation Unit (VMRDA) to PMU.</p> <p>k. Daily attendance shall be taken at worker camp by contractor.</p> <p>l. A crèche facility shall be provided for the children of workers if the female and male contracted labour are more than 50.</p> <p>m. Mosquito net shall be provided.</p> <p>n. First Aid Facilities and periodic health checkup facilities for</p>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>workers shall be provided.</p> <p>o. Daily cleaning and sweeping of camp and worker accommodation will be ensured.</p> <p>p. Labour insurance and labour permit shall be obtained by the contractor and readily available.</p> <p>q. Fire extinguisher shall be made available at the camp site.</p> <p>r. Electrical safety at the camp site will be maintained as per applicable regulations</p>
16.	Scheduling Construction Works	A schedule of construction (activity wise) along with time line shall be submitted by the contractor prior to start of work to the Project Implementation Unit (VMRDA) and shall carry out work according to the schedule submitted. Refer Construction Schedule related section.
17.	Soil Quality	<p>a. Fuel and Lube Oil shall be stored on paved surface only and the storage area shall have containment for collection of spilled oil. Oil spill kits shall be available to manage the oil spill.</p> <p>b. Well maintained vehicles shall be used for transportation of construction material.</p> <p>c. Silt fencing shall be provided to prevent silt flows during construction phase.</p> <p>d. Municipal solid waste and debris shall be collected and disposed in environmental sound manner.</p>
18.	Haulage Road	<p>a. Contractor will ensure that all construction vehicle use only the designate haulage road and no other route should be followed.</p> <p>b. Route markers shall be used for marking the haulage route.</p> <p>c. Haulage road shall be restored to original condition if any damage has happened.</p>
19.	Operation and Management of the Construction Vehicle and Machinery	<p>a. All the construction vehicles and machinery shall meet the prescribed exhaust standards (Bharat stage emission standards)</p> <p>b. Well maintained vehicles shall be used for transportation of construction material.</p> <p>c. Weekly inspection shall be carried out by EHS Officer of contractor to confirm fitness of these vehicle and machinery and following points shall be verified during the visit</p> <p>✓ PUC certificates vehicle.</p> <p>✓ All vehicle and machinery are clean and properly</p>



S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		serviced and maintained. Cleaning water shall flow over to waste water collection tank after passing through oil interceptor.
20.	Transportation of construction material to the site	<ul style="list-style-type: none"> <li>a. Loose/fine materials shall be properly covered with tarpaulin sheet during transportation.</li> <li>b. Transportation vehicles shall have valid PUC certificate</li> <li>c. Transportation vehicle shall strictly follow the speed limits prescribed by respective authority.</li> <li>d. Transportation vehicle shall be properly serviced and maintained</li> <li>e. Transportation vehicle shall no way block the public access.</li> </ul>
21.	Cross Drainage works	<ul style="list-style-type: none"> <li>a. Adequacy of cross drainage shall be ensured during construction phase.</li> <li>b. The Contractor will ensure that construction debris, waste and construction material shall not be disposed or allowed to get spilled to beach or drainage channel so as not to block the flow of water of any watercourse/cross drainage channels or spoil/pollute beach area.</li> </ul>
22.	Siltation of Water Bodies	<ul style="list-style-type: none"> <li>a. A silt fence shall be provided towards the sandy area, continuously along the work front, and around the stockpiles prior to start of construction work.</li> <li>b. Contractor shall not dispose or allow disposal/spillage of earth or any other construction material or debris into the creek/beach/drains.</li> </ul>
23.	<b>Water Resources, Water Pollution Prevention and Control</b>	
	Water Resources	<ul style="list-style-type: none"> <li>a. Water tanks and pipelines shall be checked for leakage on daily basis and any leakage if leakage detected should be repaired immediately.</li> <li>b. Idle flow of water and taps shall not be allowed and supervisors at site should do random inspection for the same on daily basis</li> <li>c. Posters shall be displayed at each water source for water conservation and preventing wastage.</li> <li>d. Flow of water sprinklers shall be maintained so as the water is sprinkled as small dots so as consumption is less, and water pounding will be prevented.</li> </ul>
	Water pollution	<ul style="list-style-type: none"> <li>a. Construction debris shall be collected from the site and shall</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
	from construction waste and wastewater from the plant site	<p>be temporarily stored and disposed of all per approved waste disposal plan.</p> <p>b. No construction debris shall be disposed or allowed to be spilled in the water body</p> <p>c. Vehicle service and washing shall be avoided at the construction site. If vehicle washing is required then washing effluent at construction camps shall pass through grease trap to collection tank and disposed in environmentally sound manner.</p>
	Water pollution due to mixing of sewage from the labour camps and toilets at plant/construction site	<p>a. Waste water management plan shall be prepared by the contractor. Wastewater generated from toilets, washing area and kitchen area in labour camp and toilets at construction site shall not be discharged into the creek/nallahs.</p> <p>b. Bio-toilets shall be installed at the labour camp site and construction site area. Water from bathing and kitchen area shall be passed through the oil and grease chamber and disposed as per norms. .</p>
	Water pollution due to spillage of lubricants and fuel	<p>a. Oil and lubricants shall be stored on paved surface in covered containers with oil collection pit.</p> <p>b. Fuel/Lube Oils shall not be stored close to creek or any drainage channel.</p>
24.	Air Pollution prevention and Control	<p>a. Water shall be sprinkled on beachfront redevelopment works site, construction camp site and on haulage roads for dust suppression.</p> <p>b. All the construction vehicle and machinery shall be compliant to the emission standards.</p> <p>c. All construction vehicle/machinery shall have valid PUC certificate</p> <p>d. All construction vehicle/machinery shall be regularly serviced and maintained and the records of the same shall be maintained by contractor</p> <p>e. Stacks based as per the formula (height of the stack <math>0.2 \sqrt{kVA}</math> above DG set if kept in open otherwise above the building height if kept inside a room) shall be provided with DG sets</p> <p>f. Ambient air quality monitoring shall be carried out as per Environmental Monitoring Plan during construction phase through accredited laboratory</p>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
25.	Noise from vehicles, equipment and machineries	<ul style="list-style-type: none"> <li>a. All equipment and machinery shall comply with the noise standards as specified by CPCB.</li> <li>b. All the machinery and equipment shall have inbuilt noise controlling mechanism such as acoustic enclosure/silencers/mufflers, etc.</li> <li>c. All the machinery, equipment and vehicles shall be regularly serviced and maintained</li> <li>d. Construction activities shall only be carried out during the day time.</li> <li>e. Ambient noise monitoring shall be carried out as per Environmental Monitoring Plan during construction phase through accredited laboratory.</li> </ul>
26.	<p><b>Safety</b></p> <p>Personal safety measures for labour and other staff at site</p>	<ul style="list-style-type: none"> <li>a. All personal protective equipment shall be provided for construction workers which includes safety shoes, safety jacket, helmet, earplugs, masks and goggles</li> <li>b. Beachfront redevelopment works construction site shall be properly barricaded. Steel barricading shall be provided on land side for length of 250 from 0 chainage near the habitat. After this barricading may not be required on land side. Bamboos fitted with geotextile may be provided as barricading on creek side in active area.</li> <li>c. The contractor will make sure that during the construction work all relevant provisions of the Building and Other Construction Workers (regulation of employment and conditions of services) Act, 1996 are adhered to. The Contractor will comply with all the precautions as required for ensuring the safety of the workmen as per the country' labour regulations.</li> <li>d. All work force shall be subjected to an orientation program to familiarize them with work requirements, safety practices at work, safe distances to keep from earth moving equipment, emergency response etc. to be adopted to ensure their own safety and that of other workers and public around operational areas.</li> <li>e. Visitors/officials to worksite are to be provided with Personal Protective Equipment (PPEs) (such as hard hats and safety boots &amp; safety jackets) and shall be briefed ongoing operations on that specific time and related safety requirement at work site including safe distances to keep,</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>while at site visit.</p> <p>f. Contractor will ensure that each worker use the safety vests when on construction site. Contractor will also ensure availability and use of PPE and other measures specific to a task as below:</p> <p>g. Hard hat or helmets for all workers, supervising staff and inspecting official/s entering work site, plant area, and engaged in loading/unloading operations.</p> <p>h. Safety shoes and goggles for all workers employed for handling of cement, concrete, etc..</p> <p>i. Protective eye gear, helmets, gum boots, hand gloves as applicable for all labour/workers at the construction site.</p> <p>j. Welder's protective eye-shields to workers who are engaged in welding works (if any).</p> <p>k. Earplugs to all workers exposed to high noise levels.</p> <p>l. No smoking and other high-risk areas are to be provided with warning signage.</p> <p>m. Staff will be given induction training and tool box talk about the processes and risks involved during the construction phase and the response plan to be followed during the case of emergency.</p> <p>n. Work force shall be subjected only to standard work shifts/hours. Overtime allowances shall be paid with ceiling limits. Working beyond such ceiling limits shall be discouraged, even if, so desired workforce or sub-contractor</p> <p>o. Safety instruction/guidelines shall be displayed at all the sites in English and local language.</p> <p>p. Provision of lifeguard shall be kept at site.</p> <p>q. Emergency assembly area shall be designated at the site and same shall be informed to all the workers</p> <p>r. Workers shall be given regular training for safe operation of the construction vehicle and equipment</p> <p>s. Defensive driving training shall be provided to drivers of construction vehicle</p> <p>t. Rest areas shall be provided for workers at the construction site. All the lifting equipment/heavy machinery shall be properly examined and tested prior usage. All relevant information shall be known by safety officer about the load,</p>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>method of slinging and attachment points.</p> <ul style="list-style-type: none"> <li>u. Gas cylinder if used for the welding works at the site then cylinders shall be kept upright and shall be provided with flash back arrestor. Domestic LPG cylinders shall not be used at site for welding and other works. Person operating the gas cylinder shall be provided with PPE including gloves, goggles and helmet with the face shields</li> <li>v. Fire safety measures including buckets filled with sand and fire extinguishers shall be provided at the construction camp site, labour camp site and active construction work area.</li> </ul>
	Risk from electrical equipment	<ul style="list-style-type: none"> <li>a. No open or damaged electrical wires shall be present at the site. Electrical cables shall be laid into the ground in shock-proof material or taken over head. Cables shall be run in extra plastic conduits</li> <li>b. Install Earth Leakage Circuit Breakers (ELCB) in all circuits to protect the operators from electrical hazards</li> <li>c. Keep the main switch box in good condition, protected from the weather. Install an appropriately sized ELCB</li> <li>d. Provide good earth or ground connection for all installations</li> <li>e. Adequate lighting shall be provided for illumination at site</li> <li>f. All three phase Electrical Panels and electrical motors, DG set, etc shall be double earthed and provided danger signage with bone and skull.</li> </ul>
	First aid	<ul style="list-style-type: none"> <li>a. First aid trained personnel shall be available at site plant and camp site. Tie up with the nearby hospital shall be made so as emergency can be handled. First aid facilities shall be developed as per the Schedule V of BOCWR (Building &amp; Other Construction Workers Rules)</li> <li>b. A first aid facility with snake bite kit with tourniquet shall be provided at the construction and labour camp sites.</li> <li>c. A motorized four-wheeler shall be available at the site to take the injured or sick person to the nearby hospital.</li> <li>d. Hospitals near to the site shall be identified and tie-ups shall be made to deal with an emergency.</li> <li>e. Sensor based electronic snake repellents shall be installed at the labour accommodation and camp site. Snake repellent (non-toxic) may be sprayed around active works</li> </ul>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
	Signage and hoardings	<p>sites.</p> <ol style="list-style-type: none"> <li>a. Adequate in numbers and Effective Safety caution and signage boards shall be placed at active site in English and local language.</li> <li>b. An information board detailing the name of project, length of beachfront redevelopment works, duration of work, risks involved and contact persons and Grievance Redress Mechanism (GRM) shall be provided at both the ends of the beachfront redevelopment works</li> </ol>
27.	Clean-up operations, restoration and renovation	<ol style="list-style-type: none"> <li>a. Contractor shall submit demobilization and restoration plan to be implemented after completion of construction works.</li> <li>b. All work sites and areas under temporary use (including construction and labour camps, plant sites, haul roads and borrow areas) shall be restored/ rehabilitated to a better condition (if not at least to its original condition) and to the satisfaction of the Engineer and land owner upon completion of construction work by the Contractor.</li> <li>c. Clean up and restoration works shall be taken up by the contractor immediately after completion of construction.</li> <li>d. All the machinery, equipment and vehicle shall be removed from the site.</li> <li>e. All the waste from the camp site, plant site and construction site shall be removed and disposed as per the debris management plan given in this table</li> <li>f. All the temporary structures like the labour hutment, material storage sheds, rest areas, ring bund, fencing etc. shall be dismantled and the materials shall be removed from the site</li> <li>g. Borrow areas shall be rehabilitated and shall be handed over to the land owner.</li> <li>h. Septic tanks if any developed shall be dismantled and the pits shall be refilled</li> <li>i. Approval shall be obtained from Project Implementation Unit (VMRDA) for effective restoration of the site and completion of demobilization activities.</li> </ol>
28.	Chance finds and Archaeological/ Heritage Value	<p>No ASI sites are near to the proposed project site, however for chance finds during construction, the following shall apply:</p> <ol style="list-style-type: none"> <li>a. Any fossils, coins, articles of value of antiquity, structures and other remains or archaeological interest discovered on</li> </ol>

S.No.	Activity/Aspect	Measures to be implemented by the Contractor
		<p>the site shall be the property of the Government and shall be dealt with as per provisions of the Ancient Monuments, Archaeological Sites and Remains Act, 1958 and other applicable rules/regulations.</p> <p>b. The Contractor will take reasonable precautions to prevent his workmen or any other persons from removing and damaging any such article or thing. The contractor will, immediately upon discovery thereof and before removal inform the Employer and the Environmental Specialist of PMU of such discovery and carry out the Engineer's instructions for dealing with the same, waiting which all work shall be stopped. The Employer/Engineer will seek direction from the State Archaeological Survey of India (ASI) Circle before instructing the Contractor to recommence the work in the site.</p>
29.	Reporting	The required documentation related guidance and aspects for monthly reporting are described in EMP. The Contractor needs to ensure that these reports are submitted within five days of each calendar month, starting right after the Contract has been signed.
30.	Liabilities	Any liability arising out of Contractor's agreement with landowners/local people/gram panchayat (including those related to temporary use of land, water extraction and disposal of debris) shall be the sole responsibility of the Contractor. Any such claim shall be settled by the Contractor.

## Appendix 2

## Tables of Adjustment Data

(Cl. 45 of GCC)

Table 1: Coefficients governing the adjustment for changes in cost.

S. No.	Coefficients Name	Symbol	Schedules (Reference Number)								
			<i>[Description of each schedule is given below]</i>								
			S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	S <sub>6</sub>	S <sub>7</sub>	S <sub>8</sub>	S <sub>9</sub>
1.	Fixed	A	15								
2.	Labour [L]	B	8.16								
3.	Steel [S]	C	5.44								
4.	Cement [C]	D	3.40								
5.	Plant & Equipment spares [E]	E	2.10								
6.	Diesel and Petroleum products [D]	F	15								
7.	Bitumen [B]	G	1.70								
8.	Others [O]	O	50.80								
	<b>Total</b>		<b>100 %</b>								

*[Fixed element is normally 15%]***BOQ SCHEDULES**

Schedule 1: BOQ



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

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

Base Date = Deadline for submission of bids

S. No.	Cost Element	Sym bol	Indices or Cost on the Base Date	Index for adjustment	Sources of Index
[1]	[2]	[3]	[4]	[5]	[6]
1.	Fixed	a			
2.	Labour	b	L <sub>o</sub> - all India average Consumer Price Index(CPI) Number for Industrial Workers for ..... centre <sup>31</sup> (Base 2001 = 100) on the base date.	L <sub>n</sub> -CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S <sub>o</sub> – Whole-sale Price Index (WPI) for Steel [ <i>Steel Long</i> ]	S <sub>n</sub> -WPI for the month which is two months prior to the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India.
4.	Cement	d	C <sub>o</sub> -WPI for Grey Cement	C <sub>n</sub> -WPI for the month which the cement is brought to site or one month prior to the month to which IPC is related, whichever is less	Economic Advisor, Ministry of Commerce and Industry, Government of India
5.	Plant & Equipment spares	e	E <sub>o</sub> -WPI for “Construction machinery ”	E <sub>n</sub> – WPI for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India
6.	Diesel <sup>32</sup>	f	Do-Unit Cost from the identified depot on the base date	D <sub>n</sub> -Unit Cost for on the first day of the month to which the IPC relates	From the ..... Depot
7.	Bitumen <sup>33</sup>	g	Bo-Unit Cost from the identified refinery on the base date	B <sub>n</sub> - Cost per unit quantity on the first day of the month in which the material is brought to site or two months prior to the date to which IPC is related	From .... Refinery
8.	Others	h	Oo- All India Wholesale Price Index (WPI) for all commodities	On- All India WPI for all commodities for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India

IPC – Interim Payment Certificate

<sup>31</sup> The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.

<sup>32</sup> The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.

<sup>33</sup> The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

Appendix -3<sup>34</sup>  
**Appointment of Adjudicator**

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

Sub: \_\_\_\_\_(Name of the Contract)

**To**

Name and address of the Adjudicator

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

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

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

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

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

<sup>34</sup> If ITB 43 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

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

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

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

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

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

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

Read and Agreed

Name of Adjudicator  
Signature

Place:

Date:

Name of Employer  
Signature of authorized representative of Employer

Name of the Contractor  
Signature of authorized representative of Contractor

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

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## **SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES**

The Adjudicator has the following principal responsibilities:

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

## Sample Format of Adjudicator's Recommendation

### [Project Name] Recommendation of Adjudicator

Dispute No. XX [NAME OF DISPUTE]

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

#### **Dispute**

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

#### **Contractor's Position**

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

#### **Employer's Position**

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

#### **Recommendation**

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

#### **Explanation**

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

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

Respectfully submitted,

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

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

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

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## **Section X - Contract Forms**

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

## Letter of Acceptance

*[letterhead paper of the Employer]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 43. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]*

*[insert date]*

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

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price ..... *[insert amount in numbers and words]* as corrected and modified<sup>35</sup> in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.<sup>36</sup>
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with GCC 23.<sup>37</sup>

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

[OR]

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

<sup>35</sup> Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

<sup>36</sup> To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

<sup>37</sup> To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.



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[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 40, and ESHS Performance Security **[Delete ESHS Performance Security if it is not required under the contract]** in the form detailed in ITB Clause 45 for amounts<sup>38</sup> of Rs. \_\_\_\_\_ and Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 45.2 will be taken. The securities shall be valid upto 28 days from the date of completion i.e. upto ..... and shall be as per the Performance Security Form and the ESHS Performance Security Form **[Delete reference to the ESHS Performance Security Form if it is not required under the contract]**, included in Section X - Contract Forms, of the bidding document.

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

Yours faithfully,

Authorized Signature.....

Name and Title of Signatory.....

Name of Agency.....

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<sup>38</sup>Insert amounts for (i) Performance Security, plus additional security for unbalanced bids; and (ii) ESHS Performance Security respectively.

## Issue of Notice to proceed with the work

(letter head of the Employer)

\_\_\_\_\_ (date)

To

\_\_\_\_\_ (name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite securities as stipulated in ITB clause 45.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of \_\_\_\_\_ @ a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

**Attachment: Contract Agreement**

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# Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) this Agreement
  - (b) the Letter of Acceptance
  - (c) the Contractor’s Bid including completed schedules and priced bill of quantities,
  - (d) the Addenda No’s. . . . . [insert addenda numbers if any]. . . . .
  - (e) the Particular Conditions of contract
  - (f) the General Conditions of contract;
  - (g) the Specifications
  - (h) the Drawings; and
  - (i) Construction Program, Methodology, Quality Assurance Program, ESHS Management Strategies and Implementation Plans, and Code of Conduct (ESHS)
  - (j) Joint Venture Agreement [for JVs only]
  - (k) Any other document listed in PCC as forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . *[name of the borrowing country]*. . . .on the day, month and year indicated above.

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

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

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

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## Performance Security - Bank Guarantee

[including Additional Performance Security for unbalanced bids]

[Guarantor letterhead or SWIFT identifier code]

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

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

To: The Metropolitan Commissioner  
9<sup>th</sup> Floor, Udyog Bhavan Complex, Siripuram Jn., Visakhapatnam

WHEREAS \_\_\_\_\_ [name and address of Contractor<sup>39</sup>]  
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and  
brief description of Works] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of \_\_\_\_\_ [amount of guarantee<sup>40</sup>] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents

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<sup>39</sup>In the case of a JV, insert the name of the Joint Venture

<sup>40</sup>An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.

which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until .....<sup>41</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>41</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

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**Environmental, Social, Health and Safety (ESHS)  
Performance Security - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: The Metropolitan Commissioner  
9<sup>th</sup> Floor, Udyog Bhavan Complex, Siripuram Jn., Visakhapatnam.

WHEREAS \_\_\_\_\_ *[name and address of Contractor<sup>42</sup>]*  
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and  
brief description of Works]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of \_\_\_\_\_ *[amount of guarantee<sup>43</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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<sup>42</sup>*In the case of a JV, insert the name of the Joint Venture*

<sup>43</sup>*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sum if any, and denominated in Indian Rupees.*

This guarantee shall be valid until .....<sup>44</sup>, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>44</sup>*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*



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## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: The Metropolitan Commissioner  
9<sup>th</sup> Floor, Udyog Bhavan Complex, Siripuram Jn., Visakhapatnam.  
Name of Contract: Restoration & Re-Development Of 380 Acres Kailasagiri Hill Top  
Park At Visakhapatnam

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 49.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Contractor<sup>45</sup>]* (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>46</sup>]* \_\_\_\_\_ *[in words]*.

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

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

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<sup>45</sup>In the case of a JV, insert the name of the Joint Venture

<sup>46</sup>An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

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

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

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

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## Retention Money Security

### Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

\_\_\_\_\_ [Bank's name and address of issuing branch or office]

**Beneficiary** The Metropolitan Commissioner  
9<sup>th</sup> Floor, Udyog Bhavan Complex, Siripuram Jn., Visakhapatnam

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

**RETENTION MONEY GUARANTEE NO.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of contractor<sup>47</sup>] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the execution of \_\_\_\_\_ [name of contract and brief description of Works] (hereinafter called "the Contract").

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

At the request of the contractor, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in Rupees] (\_\_\_\_\_ [amount in words<sup>48</sup>]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract without cavil or argument.

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

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

\_\_\_\_\_  
\_\_\_\_\_

<sup>47</sup>In the case of a JV, insert the name of the Joint Venture

<sup>48</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

*[Signature(s) and seal of the guarantor]*

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