



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Superintending Engineer, Kangsabati Circle-II,
Subarnarekha Bhaban, Abash, Paschim Medinipur, E-Mail ID: se2.kc.iwd@gmail.com

Dam Rehabilitation & Improvement Project (DRIP)

NATIONAL OPEN COMPETITIVE BIDDING

(Two-Envelope Bidding Process with e-Procurement)

(FOR ITEM RATE/ADMEASUREMENT CONTRACTS IN CIVIL WORKS)

REQUEST FOR BIDS NO.: WBIW/SE/KC-II/DRIP/RFB-2/25-26 (2nd Call)

Memo No- 860

Dated 15.09.2025

NAME OF WORK: Rehabilitation and Restoration of Tarafeni Barrage and its appurtenant structures (Civil, Electro-Mechanical and Instrumentation part) under Kangsabati Project in Right Bank Canal System at Mouza and Village: Baistampur, Block- Binpur-II, P.S.: Belpahari, Dist.- Jhargram in West Bengal under the World Bank assisted scheme Dam Rehabilitation and Improvement Project, Phase-II (DRIP-II).

PERIOD OF DOWNLOADING OF BIDDING DOCUMENT ONLINE	:	FROM	18.09.2025 12.00 Hrs.	TO	04.11.2025 15.00 Hrs.
LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS		ON	08.10.2025	;	16.00 Hrs.
TIME AND DATE OF PRE-BID MEETING	:	ON	09.10.2025	;	14.00 Hrs.
BID SUBMISSION START DATE AND TIME		ON	13.10.2025	;	14.00 Hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	ON	04.11.2025	;	15.00 Hrs.
*TIME AND DATE OF OPENING OF BIDS TECHNICAL PART	:	ON	04.11.2025	;	16.00 Hrs.
TIME AND DATE OF OPENING OF BIDS FINANCIAL PART	:	ON	24.11.2025	;	16.00 Hrs.
VALIDITY REQUIRED FOR BANK GURANTEE FOR BID SECURITY	:	AT LEAST UPTO 03/05/2026			
TIME AND DATE OF OPENING OF BIDS-FINANCIAL PART	:	<i>The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.</i>			
PLACE OF OPENING OF BIDS	:	<i>Office of the Superintending Engineer, Kangsabati Circle-II, Irrigation & Waterways Directorate, Government of West Bengal, Abash, Paschim Medinipur.</i>			
OFFICER INVITING BIDS	:	<i>The Superintending Engineer, Kangsabati Circle-II, Irrigation & Waterways Directorate, Government of West Bengal, Abash, Paschim Medinipur.</i>			

REQUEST FOR BIDS

(RFB)



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Superintending Engineer, Kangsabati Circle-II,
Subarnarekha Bhaban, Abash, Paschim Medinipur, , E-Mail ID: se2.kc.iwd@gmail.com

Dam Rehabilitation & Improvement Project (DRIP) REQUEST FOR BIDS (RFB) E-Procurement Notice

(Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Name of Project: Dam Rehabilitation & Improvement Project (DRIP)

Contract Title: Rehabilitation and Restoration of Tarafeni Barrage and its appurtenant structures (Civil, Electro-Mechanical and Instrumentation part) under Kangsabati Project in Right Bank Canal System at Mouza and Village: Baistampur, Block- Binpur-II, P.S.: Belpahari, Dist.- Jhargram in West Bengal under the World Bank assisted scheme Dam Rehabilitation and Improvement Project, Phase-II (DRIP-II).

Loan No./Credit No./ Grant No.: _____

RFB Reference No.: **WBIW/SE/KC-II/DRIP/RFB-2/25-26 (2nd Call)**

Date: _____

1. The Government of India has received/has applied for/intends to apply for financing from the World Bank toward the cost of the **Dam Rehabilitation & Improvement Project (DRIP)** and intends to apply part of the proceeds toward eligible payments under the contract¹ for construction of works as detailed below.
2. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers, **July 2016, Revised August 2018**" ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.
3. Bidders from India having suitable experience of completing similar works under the **Government of West Bengal** or other State Governments/ Government of India, or State/ Central Government Undertakings may apply and they should have registration for participation in NIC operated e-tender portal of Government of West Bengal. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders². **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.

¹ Substitute "contracts" where Bids are invited concurrently for multiple contracts. Add a new para. 5 as follows: "Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid." and renumber paras 5 – 12.

² Modify or delete, based on registration requirement, if any for bidders from India.

4. The **Superintending Engineer, Kangsabati Circle-II, Irrigation & Waterways Directorate** (*on behalf of implementing agency*) now invites online Bids from eligible Bidders for the **Rehabilitation & Modernization** works detailed below in the table. The bidders may submit bids for any or all of the works indicated therein. Interested bidders may obtain further information and inspect the bidding document at the address given below during office hours. **Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.**
5. The bidding document is available online on <https://wbtenders.gov.in> and <https://wbiwd.gov.in> (website) **from 18.09.2025; 12.00 Hrs. to 04.11.2025; 15.00 Hrs** (dates) **for free of cost.** Bidders will be required to register for participation in the e-tender portal of Government of West Bengal maintained by National Informatics Centre (NIC). 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: <https://wbtenders.gov.in>. There is no tender fee applicable for this bid.
7. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://wbtenders.gov.in>. (Website) on or before **15.00 hours on 04.11.2025** (date) and the ‘Technical Part’ of the bids will be publicly opened online on **04.11.2025 at 16.00 hours**, in the presence of the bidders 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.
8. All Bids must be accompanied by a Bid Security of the amount specified for the work in the table below, drawn in favour of **the Executive Engineer, Kangsabati Canals Division No.-V, Jhargram**. 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**.
9. The bidders are required to submit (a) original bid security and (b) original affidavit regarding correctness of information furnished with bid document to **the Superintending Engineer, Kangsabati Circle-II, Abash, Paschim Medinipur-721102** before the opening of technical part of the bid deadline i.e. **15.00 hours on 04.11.2025**, 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 09.10.2025 at 14.00 hours IST** at **“Conference Room, Ground Floor, Jalsampad Bhaban, Saltlake City, Bidhannagar, Kolkata-700091”** 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 document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.

12. The address for communication is as under:

Name & Designation of Officer Sri Asit Kumar Datta
Superintending Engineer, Kangsabati Circle-II,
Irrigation & Waterway Directorate,
Irrigation & Waterways Department, Government of West Bengal.

Official Address 2nd Floor, Subarnarekha Bhaban,
Khasjungle, Abas,
Paschim Medinipur, PIN-721102

Email : se2.kc.iwd@gmail.com

Telephone :

Mobile No : +91 9382441674

TABLE

Pack age No	Name of Work	Bid Security ^{3*} (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
1.	Rehabilitation and Restoration of Tarafeni Barrage and its appurtenant structures (Civil, Electro-Mechanical and Instrumentation part) under Kangsabati Project in Right Bank Canal System at Mouza and Village: Baistampur, Block-Binpur-II, P.S.: Belpahari, Dist.- Jhargram in West Bengal under the World Bank assisted scheme Dam Rehabilitation and Improvement Project, Phase-II (DRIP-II).	INR. ₹ 12.30 Lakh	NIL	510 days including Monsoon Period from the date of effectiveness of the contract

Superintending Engineer
Kangsabati Circle-II,
Abash, Paschim Medinipur

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

A. General	
1. Scope of Bid	1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS. 1.2 Throughout this bidding document: (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, and fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; (d) the term "ES" means environmental and social (including Sexual Exploitation, and Assault (SEA)); "Sexual Exploitation and Assault" "(SEA)" stands for the following: (i) Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain. (ii) Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration; and (e) "Contractor's Personnel" is as defined in Sub-Clause 9.1 of the General Conditions of Contract.
2. Source of Funds	2.1 The Borrower or Recipient (hereinafter called "Borrower") specified in the BDS has received or has applied for financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

	2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. Fraud and Corruption	3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI. 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
4. Eligible Bidders	4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless specified in the BDS, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place specified in BDS so as to be legally valid and binding on members.
	4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or

	(c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager (Engineer) for the Contract implementation; (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
	4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
	4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
	4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions

	policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
	4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
	4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
	4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree. 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
5. Eligible Materials, Equipment and Services	5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
B. Contents of Bidding Document	

6. Sections of Bidding Document	6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8. PART 1 Bidding Procedures • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption PART 2 Works' Requirements • Section VII - Works' Requirements PART 3 Conditions of Contract and Contract Forms • Section VIII - General Conditions of Contract (GCC) • Section IX - Particular Conditions of Contract (PCC) • Section X - Contract Forms 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document. 6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail. 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	7.1 The electronic bidding system specified in the BDS provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Employer online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission

	of Bids within a period specified in the BDS. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
	7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.
	7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document	8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
	8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. The addenda 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, unless otherwise specified in the BDS . 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.
	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 prepared in accordance with ITB 12 and ITB 14; (b) Bid Security or Bid-Securing Declaration in accordance with ITB 19.1; (c) Alternative Bid – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV; (e) Bidder’s Eligibility: documentary evidence in accordance

	with ITB 17 establishing the Bidder's eligibility to Bid; (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (g) Conformity: a technical proposal in accordance with ITB 16; (h) Construction methodology as detailed in Para 1.1 of Section III Evaluation Criteria; (i) Contractor Registration certificate (as per RFB); and (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 In addition to the requirements under ITB 11.2, Bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. 11.6 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 Bill of Quantities, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. 12.2 Entire Bid including the Letters 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 payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.
13. Alternative Bids	13.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria. 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer. 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid –Financial Part and in the Schedules including Bill of Quantities shall conform to the requirements specified below.
	14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV - Bidding Forms along with the total bid price (both in figures and words). The Bidder shall

	fill in rates and prices for all items of the Works described in the Bill of Quantities. <u>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.</u>
	14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
	14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.
	14.5 Unless otherwise specified in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
	14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
	14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
	14.8 Bidders may like to ascertain availability of tax/duty exemption benefits available in India. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is

	Nil. To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Contractor when in need and duly certified by the Project Manager. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/duty exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.
15. Currencies of Bid and Payment	15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees.
16. Documents Comprising the Technical Proposal	16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms. 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

18. Period of Validity of Bids	18.1 Bids shall remain valid for 120 days or for the Bid Validity period specified in the BDS . The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
	18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
	18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
	(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS; (b) in the case of adjustable price contracts, no adjustment shall be made; or (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
19. Bid Security	19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified in the BDS , in original form; and, in the case of a Bid security, for the amount specified in the BDS .
	19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
	19.3 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India; (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India; (c) a cashier's or certified check or demand draft issued by a

	Nationalized or Scheduled bank located in India; (d) another security specified in the BDS, In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.
	19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration shall be rejected by the Employer as non-responsive.
	19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.
	19.6 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 50.
	19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed: (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or (c) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 49; or (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50.
	19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of

	Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
	19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and: (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid; or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 49; or furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50; the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.
20. Format and Signing of Bid	20.1 The Bidder shall prepare the Bid as per details given in ITB 21.
	20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.
	20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
	20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid. 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing 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 Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids

	and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, 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 online 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 specified 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 19.7.
E. Public Opening of Technical Parts of Bids	
25. Public Opening of Technical Parts of Bids	25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date, 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, bidders' names, the presence or absence of a Bid Security or Bid Securing Declaration, 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 evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45. In cases where ITB 45 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 47.
	26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
27. Clarification of Bids	27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 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. Nonmaterial Nonconformities	29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.
	29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified in the BDS .
G. Evaluation of Technical Parts of Bids	
30. Evaluation of Technical Parts	30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
31. Determination of Responsiveness	31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. 31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. 31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

	31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
32. Qualification of the Bidder	32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
	32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
	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 subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer in the BDS as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
	33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS . Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
H. Public Opening of Financial Parts of Bids	
34. Public Opening of Financial Parts	34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

	(a) 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 location 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 location for public opening of the Financial Parts of the Bids, as specified in the BDS.
	34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, 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 for admeasurements contracts;

	(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 are specified in Section III, Evaluation and Qualification Criteria.
	35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria
36. Correction of Arithmetical Errors	36.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis: (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 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 applicable.
39. Comparison of Financial Parts	39.1 The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.

40. Abnormally Low Bids	40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. 40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
41. Unbalanced or Front-Loaded Bids	41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front-loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses (with breakdown of unit rates) to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document. 41.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate: (a) accept the Bid without any additional Performance Security; or (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the Contract Price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or (c) reject the Bid if the risk cannot be mitigated through additional performance security.
42. Most Advantageous Bid	42.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be: (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost.

43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	43.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
44. Standstill Period	44.1 Standstill Period shall not apply. <i>[Note 1: where it is proposed to permit Standstill Period, incorporate all changes as indicated in Attachment 1 at the end of this document.</i> <i>Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank].</i>
45. Notice of Intention to Award	45.1 Not used.
J. Award of Contract	
46. Award Criteria	46.1 Subject to ITB 43, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 42.
47. Notification of Award	47.1 Prior to the expiration of the Bid Validity Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). 47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

	47.3 The Contract Award Notice shall be published on a National website (GoI website http://tenders.gov.in or GoI Central Public Procurement Portal https://eprocure.gov.in/cppp/) or on the Employer's website, and on the e-procurement system.
	47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
48. Debriefing by the Employer	48.1 Not used.
49. Signing of Contract	49.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
	49.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB Clause 50 and revised construction methodology; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.
50. Performance Security	50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms. The performance security and if required in the BDS, the Environmental and Social (ES) Performance Security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
	50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

	50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.
51. Adjudicator	51.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at the daily fee specified in the BDS, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	Description
A. General	
ITB 1.1	The number of the Request for Bids is: 1 (ONE) The Employer is: [Chief Engineer-South West, Irrigation & Waterways Directorate, Khasjungle P.O.: Abas, Dist:Paschim Medinipur, PIN:721102, PhoneNo.03222-263968,email-cesw.wbiwd@gmail.com on behalf of Irrigation & Waterways Department, Govt. of West Bengal] The reference number of the Request for Bids (RFB) is: WBIW/SE/KC-II/DRIP/RFB-2/25-26 (2nd Call) The name of the RFB is: Rehabilitation and Restoration of Tarafeni Barrage and its appurtenant structures (Civil, Electro-Mechanical and Instrumentation part) under Kangsabati Project in Right Bank Canal System at Mouza and Village: Baistampur, Block- Binpur-II, P.S.: Belpahari, Dist.- Jhargram in West Bengal under the World Bank assisted scheme Dam Rehabilitation and Improvement Project, Phase-II (DRIP-II)., through restoration of appurtenant structures, slope protection, electro-mechanical works for gates and hoisting system, construction of a section office-cum-rest shed, installation of a CCTV surveillance and illumination system under the World Bank-assisted Dam Rehabilitation and Improvement Project, Phase-II (DRIP-II) The number and identification of lots (contracts) comprising this RFB is: Number. of Lot- ONE(1) Identification: WBIW/SE/KC-II/DRIP/RFB-2/25-26 (2nd Call)
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	The Borrower is: Government of India. The sub-Borrower is Irrigation & Waterways Department, Government of West Bengal. Loan or Financing Agreement amount: US\$ 1.16 million The name of the Project is: Dam Rehabilitation & Improvement Project, Phase-II (DRIP-II)
ITB 4.1	Bids from Joint ventures are acceptable. Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be:2 (Two) (b) Place where the agreement to form JV to be registered is Anywhere in India (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>].

ITB Reference	Description
	(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.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB 4.7	Deleted
B. Contents of Bidding Document	
ITB 7.1	Electronic –Procurement System The Employer shall use the following electronic-procurement system to manage this Bidding process: West Bengal Government e-procurement system, the e-tender portal of Government of West Bengal operated by NIC viz National Informatics Centre. URL : https://www.wbtenders.gov.in/ Requests for clarification should be received by the Employer not later than: 14 days prior to the deadline for submission of bids
ITB 7.4	A Pre-Bid meeting <i>shall</i> take place. Pre-Bid meeting will take place, at the following date, time and place: Date: 09.10.2025; Time: 14.00 Hrs; Place- Conference Room, Ground Floor, Jalsampad Bhaban, Saltlake City, Bidhannagar, Kolkata-700091, A site visit conducted by the Employer shall not be organized. However, the bidder is expected to make themselves thoroughly acquainted with the local conditions prevailing at site of implementation by undertaking field inspection and take into consideration all probable likely factors and difficulties involved during execution of the work as per specification, in all respects (e.g. - transportation of materials, communication facilities, Climate conditions, nature of soil, availability of local labour, market rate prevailing in the locality etc) and no claims whatsoever will be entertained on any such grounds in future. Executive Engineer, Kangsabati Canals Division No. V, Jhargram, (eMail ID: EEKCDVN5@gmail.com, Mob. No. 7003126762) & Executive Engineer, Kangsabati Mechanical Division, Khatra, Bankura-722140 (eMail ID: kmd.khatra@gmail.com, Mob. No. 9832967509) may be contacted, for any assistance in this matter.
ITB 8.2	The Corrigendum / addendum will appear on the e-procurement system under https://www.wbtenders.gov.in/ under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have started working on this tender. The same may also be seen in the Departmental website

ITB Reference	Description			
	wbiwd.gov.in			
C. Preparation of Bids				
ITB 11.2 (j)	The Bidder shall submit the following additional documents in its Bid: <i>[list any additional documents not already listed in ITB 11.2 that must be submitted with the Bid – Technical Part. The list of additional documents should include the following:</i>			
	Sl. No.	Folder name	File Description	Details
	I.	Certificates	1. certificates.pdf 2. GST_registration_certificates.pdf	1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposits challan for current financial year or Government Order for exemption in other States where ever applicable. 2. Valid PAN Card in the name of bidder/organization. 3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever latest available. 4. Valid GSTIN under GST Act & Rules
	II.	Company Details	companydetails.pdf 1 companydetails.pdf 2	1. For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies, valid Joint Venture or Consortiums Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation
				2. OTHER REQUIREMENTS:- <u>For Partnership Firms:</u> Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms
3. <u>For Companies:</u> Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members				
			4. <u>For State Registered Co-operative Societies:</u> Society Registration certificate from ARCS of the State, Society by-Laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules.	

ITB Reference	Description			
				For legally constituted Consortiums/ Joint Venture of Firms/ Companies: 5. Registered MoU or Agreement for Consortium /JV, Registration under ACRS/ROC in addition to satisfying requirements stated earlier for individual constituent Firms/Companies forming the Consortium/JV
	III.	Credential of work	Credential pdf 1 Credential pdf 2	1. BOQ/SoR and Work Order/ Award of Contract of LOA/LOI duly authenticated by issuing authority. 2. Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the RFB as the Credential Certificate (CC) duly authenticated by competent authority.
	IV.	Financial Information	1. P/L and audited Balance sheet for year-1.pdf 2. P/L and audited Balance sheet for year-2.pdf 3. P/L and audited Balance sheet for year-3.pdf	1-3. Profit & Loss accounts and audited balance sheets along with relevant annexures containing the designated Forms 3CA/ 3CB/3CD, as applicable under IT Act, in the name of the bidder for any three financial years within the zone of preceding five financial years from date of publication of RFB
(i) Contractor Registration certificate: Not Required, However, the bidder is required to submit the scanned copy of Contractor GST Registration Certificate, PF, ESIC and other relevant registration required for running the business. (ii) Code of Conduct for Contractor's Personnel (ES) The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 9.1 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. The Bidder shall submit the following additional documents in its Bid: (i) Provide undertaking attached as U-I for abiding by the Model Code of Conduct (wherein provisions of SBD have been incorporated) and submitting Code of Conduct for Contractor's Personnel on SEA and SH and also supplementary CoC within 14 days of LOA, in case the bidder succeeds to become a contractor.				

ITB Reference	Description
	(ii) Provide undertaking attached as U-II for submitting ESHS-MSIP in the prescribed format with all details, within 14 days of LOA, in case the bidder succeeds to become a contractor. (iii) Provide a brief narrative on the implementation of ES-MSIP attached as Appendix to Technical Part, immediately after U-II to demonstrate the understanding and earnestness of the bidder at the bidding stage. (iv) Scanned copy of valid PAN card in the name of bidder/organization (v) Scanned copy of income Tax Return of latest Assessment year or IT Return of immediately preceding Assessment year whichever latest available of Sole Bidder OR all JV partners, as applicable.
ITB 11.3 (b)	The following schedules shall be submitted with the bid: (i) Letter of Bid for Technical Part (ii) Technical Proposal forms (iii) Letter of Bid for Financial Part (iv) The Priced Bill of Quantities (v) Scanned copy of Registration on e-procurement website (vi) Scanned copy of affidavit regarding the correctness of information furnished with the bid document (vii) Scanned copy of bid security in approved form Other relevant document required as per Bid
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Bid: No alternative bid is required. No additional document is required.
ITB 12	Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	For submission of original documents, the Employer's address is: Attention:[Office of The Superintending Engineer, Kangsabati Circle-II, Irrigation & Waterways Directorate under Irrigation & Waterways Department of Government of West Bengal.] Street Address:[Khasjungle, Abas] Floor/ Room number:[2nd Floor, Subarnarekha Bhaban] City:[Midnapore] PIN/Postal Code:[West Bengal -721102] Country:[INDIA]
ITB 13.1	Alternative Bids <i>shall not be</i> permitted.

ITB Reference	Description
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.3	Not Applicable
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
ITB 14.5	The prices quoted by the Bidder <i>“shall not be allowed”</i> subject to adjustment during the performance of the Contract.
ITB 18.1	The Bid validity period shall be 120 days .
ITB 18.3 (a)	Not Applicable
ITB 19.1	<i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i> A Bid Security <i>“shall be”</i> required. A Bid-Securing Declaration <i>“shall not be”</i> required If a Bid Security shall be required, the Bidder shall furnish a Bid Security in the amount of INR 12.30 lakh
ITB 19.3	The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India; (b) Deleted; (c) Deleted; (d) Other types of acceptable securities are: NA <i>In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2. i.e AT LEAST UPTO 03/05/2026.</i>
ITB 19.9	Deleted
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i> <i>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.</i>

ITB Reference	Description
D. Online Submission and Opening of Bids	
ITB 21.1	Class of DSC required is: Class 3 Bidders willing to take part in the e-Tender are required to obtain a valid Digital Signature- Certificate (DSC) from any of the authorized ‘Certifying Authorities’ (CA) under Controller of Certifying Authorities (CCA), Department of Electronics & Information Technology (DEIT), Govt. of India. (viz. NIC, n-Code Solution, Safescrypt, e-Mudhra Consumer Services Ltd, TCS, MTNL, IDRBT) or as notified by the CA /Finance Department, GoWB from time to time. DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from any of the above CA, they are required to register the fact of possessing the DSC through the registration system available in the above mentioned websites. A list of such licensed CAs’ is also available in the CCA website cca.gov.in. The prospective contractors / bidders may contact the Departmental e-Tendering Help desk located at the 7th Floor of Jalasampad Bhavan at Bidhannagar, Sector-II, Kolkata, through e-mails irrigationhelpdesk@gmail.com and dvcsc6816@gmail.com or Telephone No. 033-23346098 and the State Level e-Procurement Help Desk located at the Ground Floor of Jalasampad Bhavan through e-mail wbehelphdesk@gmail.com or Ph:(033)-2334 5161 on any working day between 10.30AM-5.30PM for any query on e-Tendering procedure, obtaining DSC and free of cost training on e-Procurement procedure.
ITB 22.1	The deadline for uploading the Bids is: Date: 04/11/2025 Time: 15:00 Hours IST <i>[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 22.2]</i> <i>[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement.]</i>
ITB 24.1	Re-submission of the bid is “Not allowed” if withdrawn
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The online Bid opening of Technical Parts of Bids shall take place at: The Office of the Superintending Engineer, Kangsabati Circle-II, Irrigation & Waterways Directorate, Government of West Bengal. Street Address: Khasjungle, Abas. Floor/Room number: Subarnarekha Bhaban, Second Floor City: Midnapore, West Bengal., Country: INDIA Date: 04/11/2025 Time: 16:00 Hours IST

ITB Reference	Description
	<i>[Note: this date should be the same as the deadline for submission of bids; and the time should also be the same as the deadline for submission of bids or promptly thereafter]</i>
F. Evaluation of Bids – General Provisions	
ITB 29.3	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.
G. Evaluation of Bids - Technical Parts	
ITB 33.1	At this time the Employer “ <i>does not intend</i> ” to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 33.2	<i>[N/A]</i>
ITB 33.3	(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: 20% of the total contract amount. (b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. 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. (c) Subcontractors’ 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. <i>[Note-Work should not be split into small parts and sub-contracted].</i>
H. Public Opening of Financial Parts	
ITB 34.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and location of the public opening of Financial Parts. The online bid opening of Financial Parts of Bids shall take place at: The Office of the Superintending Engineer, Kangsabati Circle-II, Irrigation & Waterways Directorate, Government of West Bengal. Street Address: Khasjungle, Abas Floor/Room number: Subarnarekha Bhaban, Second Floor City: Midnapore, West Bengal., Country: INDIA Date: 24/11/2025 Time: 04:00 PM (16:00 Hours) 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 https://www.wbtenders.gov.in/

ITB Reference	Description
I. Evaluation of Bids - Financial Parts	
ITB 40.2	Provisions related to Abnormally Low Bids <i>shall apply</i> .
ITB 41.2(b)	Require that the amount of the Performance Security be fixed at the expense of the Bidder @ 5% of the Contract Price <i>plus</i> Environmental Social, Health and Safety (ESHS) performance Security @ 1% of the Contract price <i>plus @ 10% of Contract price as additional security for unbalanced bids, if the accepted bid value is below 20% of the Estimated amount</i> to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
ITB 44.1	Standstill Period shall not apply as stated in ITB
J. Award of Contract	
ITB 47.3	The Contract Award Notice shall be published on the Employer's website https://www.wbtenders.gov.in/
ITB 51	The Adjudicator proposed by the Employer is: <i>Sri Kausik Chattopadhyay, Ex- Secretary, Irrigation & Waterways Department, Government of West Bengal. Address: 19, Salimpur lane, Dhakuria, Kolkata- 700031</i> The daily fee for this proposed Adjudicator shall be: <i>Rs 10,000 per day.</i> The biographical data of the proposed Adjudicator is as follows: • Education: B. E. (Civil), (Shibpur C.U.) M. Tech (IIT Madras.) • Experience: Worked in Irrigation & Waterways Department, GoWB for 36 years in the capacity of AE, EE, SE, CE, and Secretary to the GoWB in Design & Research, Construction etc. within I & WD. • Age: 67 years • Nationality: Indian • Present Position: Retired Secretary to the Govt. of WB, I & WD, GoWB.

Section III - Evaluation and Qualification Criteria

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

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include

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

For this purpose the Bidder should also submit:

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

(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].

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

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

1.3 Specialized Subcontractors – Not Applicable:

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2. Qualification Criteria

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁴ did not occur as a result of contractor default since 1 st April2020.	Must meet requirement ^{7&8}	Must meet requirements	Must meet requirement ⁵	N/A	Form CON-2

⁴ Non-performance, as decided by the Employer, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

⁵ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
2.2	Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period	Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid pursuant ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁶ since 1st April 2020 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including Sexual Exploitation, and Assault) contractual obligations in the past five years ⁷ .	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 Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration

3. Financial Situation and Performance

⁶The 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.

⁷The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit ⁸ , and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Rs. 2.70 Crore for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet Requirement	Must meet at least 25% of the requirement as a minimum	Must meet at least 50% of the requirement as a minimum	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
Note: The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank In India) in form Fin 3.3							

⁸In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of INR. 10.40 Crore (Indian Rupees ten point four crore) calculated as total certified payments received for contracts in progress and/or completed within the last five financial years, divided by five financial years (FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 (if not available then 2019-20)) divided by five years	Must meet requirement	Must meet requirement	Must meet 25%, (twenty five percent) of the requirement	Must meet 50%, (fifty percent) 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).							
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts Construction or Rehabilitation or Special or Major repair to major or medium Dams / Barrages / other hydraulic structures involving Hydro- Mechanical works in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last six years, starting 1st April 2019	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (a)	Specific Construction & Contract Management Experience	I. A minimum number of [One]⁹ similar contracts specified below that have been satisfactorily and substantially¹⁰ completed as a prime contractor, joint venture member¹¹, management contractor or sub-contractor¹² between 1stApril 2019 and bid submission deadline: i) ONE contracts, each of minimum value INR 10.40 Crore.; Or ii) TWO contracts, each of minimum value INR 6.70 Crore.; Or iii) THREE contracts, each of minimum value INR 4.30 Crore. II. The similarity of the contracts shall	Must meet requirement	Must meet requirement ¹³	Must meet the requirement for one contract of 25% value	Must meet the requirement for one contract of 50% value	Form EXP 4.2(a)

⁹ Bidder should have completed at least one contract for similar work of value not less than 80% of the estimated contract value of the work for which bids are invited, during the last five years. 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.

¹⁰ Substantial completion shall be based on 80% or more works completed under the contract.

¹¹ 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

¹² 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

¹³ 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.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation												
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements												
				All members Combined	Each Member	At least one Member													
		be based on the following: Construction / Rehabilitation / Special / Major repair of Major or Medium Dams / Barrages / other hydraulic structures involving Hydro Mechanical works.																	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between1st April 2019 and Application submission deadline, a minimum construction experience in the following all key activities successfully completed¹⁴: CIVIL<table><tr><td>Concrete (RCC, PCC etc.)</td><td>3950 CuM.</td></tr><tr><td>With Epoxy & Grouting Items)</td><td>2940 SqM. & 350 Kg.</td></tr><tr><td>Bar Reinforcement</td><td>240 MT.</td></tr><tr><td>Earthwork</td><td>40,000 CuM.</td></tr><tr><td>Boulder oriented work</td><td>1260 CuM.</td></tr></table> MECHANICAL<table><tr><td>Fabrication, supply & Erection of gates.</td><td>73.20 Sq.M</td></tr></table> ELECTRICAL (LT) & FACILITY MANAGEMENT SERVICE (IT): May be capable through Subcontractor.	Concrete (RCC, PCC etc.)	3950 CuM.	With Epoxy & Grouting Items)	2940 SqM. & 350 Kg.	Bar Reinforcement	240 MT.	Earthwork	40,000 CuM.	Boulder oriented work	1260 CuM.	Fabrication, supply & Erection of gates.	73.20 Sq.M	Must meet requirements [Specify activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 33.2]	Must meet requirement s[Specify activities that may be met through a Specialized Subcontract or, if permitted in accordance with ITB 33.2]	N/A	N/A	Form EXP – 4.2 (b)
Concrete (RCC, PCC etc.)	3950 CuM.																		
With Epoxy & Grouting Items)	2940 SqM. & 350 Kg.																		
Bar Reinforcement	240 MT.																		
Earthwork	40,000 CuM.																		
Boulder oriented work	1260 CuM.																		
Fabrication, supply & Erection of gates.	73.20 Sq.M																		

¹⁴ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<i>Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 4.2 (b) define the required capability of the Applicant to execute the Works. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b).For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12-month period in the specified period.]¹⁵</i>					
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1 st April 2019 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: <i>[Based on the ES assessment, Construction/rehabilitation/ special repair of Major / Medium dams, barrages and other hydraulic structures as appropriate, specific experience requirements to manage ES aspects.]</i>	Must meet requirements	Must meet requirement	NA	NA	Form EXP – 4.2 (c)

¹⁵ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)where permitted			Submission Requirements
				All members Combined	Each Member	At least one Member	
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 M³ of rock placed in rock fill dams in one year; X tons of asphalt concrete per month placed in road paving; Y M³ 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. 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 so specified for that activity and bidders may be requested to name the sub-contractors and furnish their qualification and experience.							
4.2 (d)	Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under: Assessed Available bid capacity = (A*N*1.15-B) 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 2025-26 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 (Here N = 2). 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.						

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2(a) and 4.2(b)]

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

3. Key Personnel

[Note: Insert in the following table the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]

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

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

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

Key Personnel

Item No.	Position/ specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Project / Construction Manager-2(Two) No.	B.E Civil-1No. B.E.Mech-1No.	10 Years
2	Project Engineer-2(Two) No.	B.E Civil-1No. B.E Electrical-1No	07 Years
3	Site Engineer-3(Three)No.	Diploma in Civil,Mech & Elect-1No. each	05 Years
4	Surveyors- 1 Nos.	Diploma, ITI or equivalent	05 Years
<u>Suitable experts in the following specializations</u>			
5.	Mechanic - 02 nos.	ITI in Mechanic	05 Years
6.	Fitter - 02nos.	ITI in Fitter.	05 Years
7.	Electrician-02 Nos	ITI in Electrician	05 Years
8.	Environment Specialist-1(one) no.	Bachelor of Civil Engineering/ Environmental Engineering, with Master Degree in Environmental Science/ Engineering or Equivalent from a recognized University.	02 year in similar work project
9.	Social Specialist- 1(one) no.	Bachelor degree in Social Sciences or relevant discipline e.g. Social work/ Sociology/ Anthropology.	02 year in similar work project

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.
 1. Irrigation & Waterways Departments, Govt. of West Bengal.
 2. Water Resources Investigation & Development Department, GOWB

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

[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, ES 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.]*

4. Equipment

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

PART-A: FOR CIVIL WORK

No.	Equipment Type and Characteristics	Minimum Number required
1	Road Rollers (10-15Tonnes) and other compaction equipment	02
2	Excavators	02
3	Back Hoe Loader	02
4	Dumper trucks	02
5	Tractor with trolley	03
6	Water Browsers (Tankers)	02
7	Vibratory Roller (8/10 Tonne)	02
8	Vibrating Plate Compactor earth Rammers	01
9	Self-loading mini mobile batching plant	02
10	Mini Batching Plant /Digital Weigh Batcher (capacity 450L)	02
11	Concrete Mixer	01
12	Vibrator	05
13	Plate Vibrator for concrete	02
14	Measurement Box as per instruction of EIC	06
15	Bar bending machine	02
16	Bar Cutting Machine	02
17	Cement Grouting machine	02
18	Extrusion Grout pump	02
19	Hand pressure Grout pump	01
20	Grout mixers Packers	01
21	Equipment's of Shotcrete	1 Set
22	Survey Instruments	2 Sets

PART B – HYDROMECHANICAL WORKS

Required Machinery for Fabrication and Erection

Based on the requirement, Contractor shall provide the comprehensive list of major equipment to attain the completion of works in accordance with the prescribed construction schedule. 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 allow the employer 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 application shall have the following minimum fabrication and erection equipment, measuring/Testing instruments exclusively available for this work. (Either own or under lease with the applicant)

I. Hydro-Mechanical Works

No.	Equipment Type and Characteristics	Minimum Number required
1	Arc welding equipment(400A-Three phase)	02
2	Mig welding equipment	02
3	Hydra Crane (Max 15 MT)	02
4	Power saw	02
5	Magnet Drilling Machine	02
6	3 phase DG set(Min. 15 KVA)	01
7	Power operated Hand Grinder	02
8	Gas cutting equipment	04
9	Chain Pulley Block	02
10	Airless spray painting machine	01
11	Measuring Instruments	01 Set

Any other specialized machine tools required to complete the job.

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

[NOTE: above list of equipment to be deployed at site for erection work only. Fabrication & manufacturing of original work must be carried at dedicated workshop comprising of machine shop & fabrication shop.]

PART C – ELECTRICAL & IT WORKS.

Sl. No.	Equipment Type and Characteristics	Minimum Number required
1	Arc welding equipment (250A-single phase)	01
2	Hydra crane (Max 15 MT)	01
3	Earth Megger(0 Ohm- 50 ohm)	02
4	Insulation Megger(upto 100 Mega ohm, 500 V)	02
5	Digital Clam meter.	02
6	Crimping tool (2.5 mm – 120 mm)	02
7	JCB(front & back hoe loader)	01

8	Tacho Meter	02
9	DG set (three phase 10 KVA)	01
10	Drill machine.	04
11	Thermal Temperature detector meter.	02
12	Ladder(minimum 30 ft)	06
13	SMPS power supply	04
14	Tong Tester	01

[NOTE: above list of equipment to be deployed at site for erection work only. Fabrication & manufacturing of original work must be carried at dedicated workshop comprising of machine shop & fabrication shop.]

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

5. Multiple Contracts [‘Not Applicable’]

2. Financial Part

2.1 Margin of Preference - Not Applicable.

2.2 Multiple Contracts - Not Applicable.

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

2.4 Alternative Completion Times (ITB 13.2) - Not Applicable

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

2.6 Other criteria(if permitted under ITB 35.1(f)):Not Applicable

Section IV - Bidding Forms

Letter of Bid – Technical Part

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

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

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

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

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

Alternative No¹: **[NOT APPLICABLE]**

To: *[insert complete name of Employer]*

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We havenot been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (e) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]*in accordance with the bidding document;

¹ Delete if not applicable

- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6²;
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (m) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

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

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

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]*

²Use one of the two options as appropriate

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

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

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

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

Technical Proposal

Technical Proposal Forms

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

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

- **Others**
- **Bidder’s Qualification**
- **Form of Bid Security - Bank Guarantee**
- **Form of Bid-Securing Declaration**

Appendix to Technical Part: Personnel

Forms for Personnel

Form PER – 1: Key Personnel Schedule

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

Key Personnel

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

	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[Gender Based Violence Expert]</i> <i>[Where a Project SEA risks are assessed to be high, Key Personnel shall include a gender-based violence expert with relevant experience in addressing sexual exploitation, and assault cases]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Appendix to Technical Part

Form PER-2:

Resume and Declaration

Key Personnel

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix to Technical Part: Equipment

Forms for Equipment

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

Type of Equipment*		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

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

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

Appendix to Technical Part

Site Organization

[insert Site Organization information]

Appendix to Technical Part

Method Statement

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

Appendix to Technical Part

Mobilization Schedule

[insert Mobilization Schedule]

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

Appendix to Technical Part

Construction Schedule

[insert Construction Schedule]

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

Appendix to Technical Part

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (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 ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Appendix to Technical Part

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

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, and Sexual Exploitation and Assault (SEA) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed projects, sexual exploitation occurs when access to or benefit from Bank financed Goods, Works, Consulting or Non-consulting services is used to extract sexual gain;
8. not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation, and Assault (SEA);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

(2) Examples of sexual harassment in a work context

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

Others

Appendix to Technical Part**Sub-Contracting****SCHEDULE OF SUBCONTRACTORS**

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

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

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

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

Appendix to Technical Part Others

Appendix to Technical Part

Bidder's Qualification

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

Appendix to Technical Part

Form ELI -1.1: Bidder Information Form

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

Bidder's legal name
In case of Joint Venture (JV), legal name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ Authorization to represent the firm or JV named in above, in accordance with ITB 20. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Form ELI -1.2: Information Form for JV Bidders

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

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

JV Information
Bidder's Joint Venture legal name:
JV member's legal name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ Authorization to represent the firm or JV named in above, in accordance with ITB 20. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part**Form ELI -1.2 A****Specialized Subcontractor's Information Form**
(to be completed for each Specialized Subcontractor)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's legal name:

Specialized Subcontractor's legal name:

Specialized Subcontractor's country of registration:

Specialized Subcontractor's year of constitution:

Specialized Subcontractor's legal address in country of constitution:

Specialized Subcontractor's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
- ☐ Authorization to represent the Specialized Subcontractor.

Appendix to Technical Part

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

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

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

Appendix to Technical Part

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

Year of dispute	Amount in dispute (Rs.)	Contract Identification	Total Contract Amount (Rs.)
<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>
<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, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rs.)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

Appendix to Technical Part

Form CCC: Current Contract Commitments / Works in Progress

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

(A) Existing commitments and on-going works:

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

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

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

¹ Attach certificate(s) from the Engineer(s)-in-Charge.

Appendix to Technical Part

Form FIN – 3.1: Financial Situation and Performance

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (Rs.)	Historic information for previous _____ years, (amount in Rs.)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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

2. Sources of Finance

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

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

3. Financial documents

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

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

☐ Attached are copies of financial statements¹ (balance sheets, including all related notes, and income statements) for the _____ years required above; and complying with the requirements

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

Appendix to Technical Part

Form FIN - 3.2: Average Annual Construction Turnover

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Appendix to Technical Part

JOINT VENTURE

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

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

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

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

Name and address of Bankers to the Joint Venture

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

Appendix to Technical Part

Form FIN - 3.3: Financial Resources

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

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

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

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

Clause 3.1(ii) of Section III – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

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

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

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

*** 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.]

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 Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Appendix to Technical Part

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

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

RFB No. and title: _____

Page _____ of _____ pages

Work performed as prime Contractor or JV Member or Sub-Contractor or Management Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years². *[Attach certificate from the Engineer-in-charge.]*

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

²Immediately preceding the financial year in which bids are received.

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

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

Appendix to Technical Part

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

Bidder's Legal Name: _____

Date: _____

Joint Venture Member's Legal Name _____

Subcontractor's Legal Name³ (as per ITB 33.2 and 33.3): _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

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

³ If applicable.

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

2. Activity No. Two

3.

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

⁴Attach certificate from the Engineer-in-charge

Appendix to Technical Part

Form EXP - 4.2(c)

Specific Experience in Managing ES aspects

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			Rs.	
Details of relevant experience				

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

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

...

Appendix to Technical Part

Form.....

(Name of the Project)

(Declaration regarding tax/duty exemption for materials/construction equipment bought for the work)

(Bidder's Name and Address)

To:
(Name of the Employer & address)

Dear Sir:

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

Certificate for Import/Procurement of Goods/Construction Equipment

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

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

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

4. We agree that no modification to the above list is permitted after bids are opened.

5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us along with the bid.
6. We confirm that the above goods and construction equipment will be exclusively used for the construction of the above work and the construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

Place: _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

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

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

Appendix to Technical Part: Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

WHEREAS, _____ [name of Bidder]⁵ (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for the construction of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No.....[insert number] (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____⁶ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

Or

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

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

⁵Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

⁶The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

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

This Guarantee will remain in force up to and including the date _____⁷ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

⁷45 days after the end of the validity period of the Bid.

Appendix to Technical Part

Form of Bid-Securing Declaration

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have not accepted the correction of the Bid Price pursuant to ITB 36; or
- (b) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) forty-five days after the expiration of our Bid.

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

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

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

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

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

*: 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/*Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.*

Letter of Bid - Financial Part

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

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

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

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

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

Alternative No.⁸: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

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

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

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

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

Or

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

- (c) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: *[Specify in detail each discount offered]*

⁸Delete if not applicable

- (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) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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 a 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. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part: Schedules Sub-contracting

SCHEDULE OF SUBCONTRACTORS

[Note: Entries in this Schedule shall be the same as included in the same Schedule in the technical part of the bid, except for the column on 'Approximate value of subcontract' added in the table below]

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

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

The capability of the subcontractor 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 subcontracted; but subcontracting specialized elements of works is acceptable).

Appendix to Financial Part: Schedules

Bill of Quantities

1. Preamble to the BOQ

1.1 INTRODUCTION

The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Bid Data Sheets and Drawings. The rates quoted shall be inclusive of cost of all materials, transportation and carriage of material upto works site, labour, plant and equipment, tools and tackles, safety gadgets, incidentals etc. as may be required for that particular item in the BOQ which is to be read in conjunction in the specification.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be on the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities. If such rates are not available in the Bill of Quantities, this will be treated as extra work and such rates and prices will be fixed by the Engineer / Project Manager as per the terms of the Contract.

Mode of measurement, if not specified elsewhere shall be followed as per available codes of practice published by the Bureau of Indian Standards (BIS).

The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract, include all temporary facilities, access, notices to maintain traffic prevailing in an accessible manner, as far as possible for similar flow existing and also including all construction of plant, labour, supervision, materials, erection, maintenance, insurance, overhead, profit, taxes and duties together with all general risk, liabilities and obligation set out or implied in the contract.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The Bidder must refer to the relevant sections of the bid documents including specifications, data sheets and drawings before quoting rates or prices against each item in the Bill of Quantities.

Provisional Sum as included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager/ Engineer in accordance with the General Conditions of Contract. Payment for work under provisional item shall be payable for statutory requirement by other agencies (if required) and for any unforeseen items of work. Payment for statutory requirement by the external agencies as above will be made as per bill raised by the other agency + 7.5% as Contractor's service charges. However, approval of the agency and their rates shall be done by the Project Manager. Provisional Sum for other works, not covered under statutory requirements of

other agencies stated above, will either be paid as per current Schedule of Rates of IWD/ PWD/ any other State /Central Government Department as may be applicable, without any additional service charge in case of scheduled items of works, or as per rates prescribed by other State Government Entities and accepted by the Project Manager + 7.5% as Contractor's service charges, in case of non-scheduled items. One such pertinent item would be payment of crop compensation for temporary occupation of land for temporary storage of de-silted bed materials.

The amount kept under this head is as decided by the Project Manager. The Contractor shall not change this figure or quote of his own. The amount is subject to variation as per requirement of project with approval of the Project Manager.

2. General Basis for Pricing,

- 2.1.** The Bidder shall be deemed to have read and examined the Bid Documents as well as inspected the project site thoroughly to conceive the work in totality to quote against each item of work as given in the BOQ.
- 2.2.** The Bidder shall be deemed to be fully conversant with the site conditions and the nature and complexity of the work to be undertaken and taking into account all eventualities which can arise before, during and after project execution.
- 2.3.** It is to be expressly understood that the measured work is to be taken net (not withstanding any system or practice to the contrary) according to the actual quantities finished according to the drawings or as may be ordered from time to time by the Engineer and the cost calculated for the respective prices. Necessary manpower will have to be provided by the Contractor during measurement of works and setting out alignment of the works, for which no extra payment will be made.
- 2.4.** Unless otherwise stated, all items shall be measured as executed as per drawing and specification and no allowance will be made for wastage, working space, bulking or shrinkage, and the like.
- 2.5.** The Contractor shall have to establish as per requirement office at site with adequate space for their personnel, inclusive of necessary furniture & furnishing, computers with printers, consumables etc., storage space for equipment, materials etc. Contractor's quoted rates and price shall be inclusive of this and no separate payment will be made on this account.
- 2.6.** The quoted rates and prices shall also be inclusive of communication system as per requirement to be established at site (tele, fax, internet facilities etc.), vehicles for movement at site etc. No extra cost against such items will be paid.

3. Miscellaneous

- 3.1 Temporary power connections, telephones, construction and drinking water shall be arranged by the Contractor at his own cost and shall be deemed to be included in their quoted rates. Alternative power arrangement shall be made by Contractor without any extra charge.
- 3.2 All underground and over ground utility items shall have to be suitably supported during the construction phase by the Contractor so that the existing utility services are not damaged. No extra payment will be made on this account.
- 3.3 The Contractor shall keep plumbers, technicians and electricians ready for repair/ shifting of existing underground/ over ground utilities and for crisis management.
- 3.4 During progress of work, convenient access to adjacent premises shall be made by the Contractor. No extra payment will be made on this account.
- 3.5 For speedy progress of work in case of exigency, while working along busy road etc., Contractor may have to do work round the clock at the instance of the Engineer/Project Manager. Arrangement for lighting and other safety requirements shall have to be done for night working. No extra payment shall be made to the Contractor except the items provided in the BOQ.
- 3.6 The construction and maintenance of temporary access road for haulage of construction materials and machineries at different locations will be the sole responsibility of the contractor for which the bidder should acquaint themselves with through survey of the proposed site and include the cost of the same in their rates. No extra payment/ claims for so ever on this ground will be entertainment.

The contractor will be required to make good all damages at his own cost, that would occur in the local village roads for plying of trucks carrying construction materials, plant and machinery, during the entire construction period or till such roads are restored permanently by the local authorities.

- 3.7 The item rates quoted by the Contractor shall, unless otherwise specified, also include compliance of/ supply of the following:
 - i. General works such as setting out, clearance of site before setting out and clearance of works after completion.
 - ii. A detailed programme for the construction and completion of the work.
 - iii. Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provisions of the Contract and approved Quality Assurance Plan (QAP).
 - iv. Any other item of work which is not specially provided in the Bill of Quantities (BOQ) but which is necessary for complying with the provisions of the Contract.
 - v. All temporary works, formwork and false work.

- vi. Arrangement of a laboratory with facilities for testing and testing of various items of works as specified in relevant clauses. Vii) Cost of in-built provisions for Quality Assurance.
 - vii. Cost of labour hutment, site office.
 - viii. Cost for implementation of the Contractor's ESHS-MSIP in particular, as detailed at Annexure-II of Section VII, in relation to those items that are neither covered as specific items of works nor included in the list of activities under the "Provisional Sum", in the BOQ.
- 3.8 Extra items of work – If during the progress of work any extra items need to be carried out, which in the opinion of the Engineer/ Project Manager is essentially required to be executed, then the extra item shall be analyzed as follows:
- i) Derived from rates of similar items of works stated in the tendered offer
 - ii) In the event an extra item of work that cannot be derived from (i) above, then the following shall be applicable.
 - iii) The actual cost of materials based on documentation including labour, transportation, overhead and profit as per State USoR of I&WD, PWD SOR Volume-I (For Building Works), PWD SOR Volume-II (For Sanitary & Plumbing Works, PWD SOR Volume-III (For Road & Bridge Works), I&WD, USoR (M&E) I&WDte. 2022, Government of India, Central Public Works Department, Delhi, SoR (E&M), 2018 norms including latest Addenda & Corrigenda.

Appendix to Financial Part: Schedules
Bill of Quantities

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
I. Appurtenant Structures &Building						
1	Cutting uprooting and clearing jungles including shrubs, water weeds, bushes, trees, plants, up to 30cm. Girth, including removing as directed by Engineer-in-charge.	15203.00	M ²			
2	Earthwork in excavation in the canals / drainage channels / borrow pits / River bed / slope of bank as noted below as per designed section & throwing the spoils in layers of 25 cm. for making banks as per profile or to deposit the same in any other place within an initial lead of 30 metre and initial lift of 1.5 metre including breaking clods, rough dressing etc.complete as per direction of the Engineer-in-charge. Ordinary soil / local soil / soil mixed with moorum or kankar / silt, dry or moist / slushy silt / sticky soil.	17165.00	M ³			
3	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 1000 m as per Technical Specifications Clause 202 for Rural Roads of MORD.					
	By Mechanical Means a) Cement Concrete	2473.17	M ³			
	By Mechanical Means b) Reinforced Cement Concrete	106.52	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
4	Cutting holes and subsequent mending good damages. (a) Diameter upto 150 mm. (ii) In concrete work (plain or R.C.)	396	Mtr.			
5	Plain / Reinforced Cement Concrete in Substructure with coarse aggregates of appropriate nominal size and grading, fine aggregate (sand) conforming to proper grading zone, both of approved quality, cement and water reducing admixtures, as necessary, including labour, cost and carriage of all materials and including preparation of design mix, approval of the same by the Engineer-in-Charge and cost for quality control, sampling, testing etc. all complete as per drawing and technical specification including the cost of necessary form work and staging complete as per drawing and technical specifications. RCC Grade M25 (i) Height upto 5m I) Using concrete mixer	2052.54	M ³			
6	Supplying, fitting and placing HYSD bar reinforcement in Sub-structure including initial straightening, straightening of coils bars, removal of loose rust (if any), cutting to requisite length bending, binding with annealed wire not less than 1 mm in size and conforming to IS 280 at every intersection hooked and bent to correct shape and placed on forms etc. including cost of black annealed wire and cost of loading, unloading, carriage of all steel materials complete as per drawing and technical specifications and direction of Engineer-in-charge. Tor steel/HYSD bar/TMT bars ((SAIL/ TATA/ RINL)	240.477	M.T.			
7	Removal of existing cement concrete wearing coat including its disposal complete as per Technical specification without causing any detrimental effect to any part of the bridge structure and removal of dismantled material with all lifts and lead upto 1000m (Thickness 75 mm)	389.79	M ²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
8	Cleaning the exposed corroded Reinforcement as well as worn out concrete by sand blasting with air compressor including all materials, hire charges of machineries and labour etc. all complete as per technical specification and direction of the Engineer-in-Charge.	1750.57	M ²			
9	Epoxy bonding of new concrete to old concrete	2283.74	M ²			
10	Plain / Reinforced Cement Concrete in Substructure with coarse aggregates of appropriate nominal size and grading, fine aggregate (sand) conforming to proper grading zone, both of approved quality, cement and water reducing admixtures, as necessary, including labour, cost and carriage of all materials and including preparation of design mix, approval of the same by the Engineer-in-Charge and cost for quality control, sampling, testing etc. all complete as per drawing and technical specification including the cost of necessary form work and staging complete as per drawing and technical specifications. C PCC Grade M-30 i) Height upto 5m I. Using concrete mixer.	131.29	M ³			
11	Supply of Silica Fumes (IS: 15388)	3669.56	Kg.			
12	Providing and laying Cement concrete Wearing coat M-30 grade with graded stone chips 19mm down including screening and cleaning approved stone chips and sand as necessary laying, finishing complete to camber and grade, curing with water, including cost and carriage of all materials and hire charges for form work including reinforcement complete as per drawing and Technical Specifications vide clause no. 2702 of MoRT&H's Specification for Road & Bridge Works.	179.35	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
13	Precast pierced concrete jally work as per design and manufacturer's specification including moulding etc. with stone chips and necessary reinforcement shuttering complete including fitting, fixing in position in all floors. (a) 50 mm. thick panels	75.79	M ²			
14	Painting on concrete surface Providing and applying 2 coats of cement washing with admixture of pigment if necessary as directed by Engineer-in-charge to un-plastered concrete surface after cleaning the surface of dirt, dust, oil, grease, efflorescence and using cement @ 2.50 kg per 10 sqm. of surface.	6183.66	M ²			
15	Painting the vertical end faces of posts, wheel guards or railing or parapet with alternate bands of different colours as directed by the Engineer-in-charge with approved synthetic enamel paint. (b) Two coats	1173.68	M ²			
16	Stripping off worn out plaster and raking out joints of walls, ceilings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed.	2042.12	M ²			
17	Scrapping Plaster in Lime or Cement Mortar from Brick / Stone Masonry as per Technical Specification Clause 202 for Rural Roads of MORD	7024.22	M ²			
18	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface]					
i.	With 1:4 cement mortar, 20 mm thick plaster Ground Floor	2192.36	M ²			
ii.	With 1:4 cement mortar, 15 mm thick plaster Ground Floor(Including Civil & Mechanical)	301.95	M ²			
iii.	With 1:4 cement mortar, 10 mm thick plaster Ground Floor	245.06	M ²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
iv.	With 1:4 cement mortar, 20 mm thick plaster First Floor	126.97	M²			
v.	With 1:4 cement mortar, 15 mm thick plaster First Floor	308.32	M²			
vi.	With 1:4 cement mortar, 10 mm thick plaster First Floor	118.08	M²			
vii.	With 1:4 cement mortar, 20 mm thick plaster Second Floor	154.77	M²			
viii.	With 1:4 cement mortar, 15 mm thick plaster Second Floor	37.05	M²			
ix.	With 1:4 cement mortar, 10 mm thick plaster Second Floor	35.20	M²			
19	Providing and Painting of structural steel surfaces of bridge members by grit blast cleaning or centrifugal blasting with a suitable abrasive materials like crushed slag in accordance with clause-III of IS 6586 : 1989 immediately before painting , to make the surface free from grease, oil, rust and other foreign materials. The rate includes supply of abrasivesand, fuel, cost of paint including all transportation, lead, lift and labour charges, consumables, tools & plants complete in all respect but exclusive of cost for staging/scaffolding. Painting of approved Zinc-phosphate primer of DFT 65 micron followed by finish coat of Micaceous iron oxide pigmented drying oil type paint of DFT 75 micron.	595.24	M²			
20	Providing and inserting nipples with approved fixing compound after drilling holes for grouting as per Technical Specifications including subsequent cutting/removal and sealing of the hole as necessary of nipples after completion of grouting with Cement/Epoxy .	25	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
21	Sealing of cracks/porous concrete by injection process through nipples/Grouting complete as per Technical Specification. A. Cement Grout	390	Kg			
22	Guniting concrete surface with cement mortar (25 mm nominal thick) applied with compressor after cleaning surface and spraying with epoxy complete as per Technical specification.	985.636	M ²			
23	Providing anti-corrosive protective coating to inhibit the corrosion to HYSD reinforcements including two coats of anti-corrosive coatings of consumption as per manufacturer's specification, cleaning etc. complete as per the direction of the Engineer-in-Charge	13.52	M ²			
24	Welding by gas / electric plant including transportation of welding plant at site including cutting, forging & drilling to required shape.	2500	C.M.			
25	Hire and labour charges for staging with sal bullah for super structure of bridge (Major and Minor) including stripping off and removing clearing on completion of work as per design and drawing approved by the Engineer-in-charge.	5913.46	M ³			
26	Relaying displaced stone or laterite boulder pitching including dressing, preparing bed with necessary earthwork upto 30 cm depth complete with cost of collection of boulder within a lead of 30 metre.	813.48	M ³			
27	Caulking joints of laterite / stone boulder or Brick pitching with cement mortar 1:4 and flush pointing as per direction of the Engineer-in-charge. (a) Stone / laterite boulder pitching	9608.34	M ²			
28	Labour charges for collecting loose scattered laterite and stone boulders from slope, bed or apron and stacking the same above ground level within a lead of 100 metre and all lifts as per direction of the Engineer - in-charge. a) Pakur Variety	267.33	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
29	Labour charge for dumping/laying of Laterite/Stone Boulders from stack of worksite with all leads and lifts in water or spreading the same on the slope of the bank of River/Sea or the slope of the embankment or in the River/ Sea bed to a uniform thickness as per direction of the Engineer-in-charge including cost of all accessories and other incidental charges. (a) Boulder 20kg & above where boats are necessary.	717.01	M ³			
30	Making rectangular sausage cage with 10 SWG galvanized iron wire of 125mm. x 125mm. mesh wire netting with proper lapping of minimum 150 mm. including sewing the joints with 12 SWG G I wire and supply of all materials and equipments including placing the sausage cage in position, filling the same with boulder or lump aggregates complete as per direction of the Engineer-in-charge but excluding the cost of boulder / lump aggregates and its carriage upto site.(Cost is excluding the cost of end pieces) b) 1.20 metre x 0.90 metre nominal section	347.40	Mtr.			
31	Supplying, fitting, fixing end pieces for rectangular / square / circular sausages at the ends, with 10SWG/8SWG GI wire net of different mesh size tying & sewing the same maintaining a lap length of 150 mm all around with 12SWG GI wire complete, including the cost of supply of wire netting, fitting etc., complete as per direction of the Engineer - in - charge. a) Mesh size 100 mm x 100 mm with 10 SWG wire.	122.40	M ²			
32	Labour charges for boulder pitching on top and slope by placing required boulders (each weighing 20 Kg. and above within lead of 100 metres and all lifts) including filling the interstices with fragments as required, preparing sub-grade by cutting or filling the earth on slope upto 7.5 cm. depth, watering and ramming where necessary complete as per direction of the Engineer-in-charge. a) Over Jhama Khoa / metal filter/ Geo-textile filter.	96.00	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
33	Making filter with well graded 40 mm down ballasts and laying uniformly behind weep holes, below pitching on bed, side slopes including supply and carriage of all materials to site including preparing bed with earthwork up to 30 cm depth, where necessary and compacting with wooden mallet after laying to achieve designed section as per direction of the Engineer- in - Charge (measurements will be on finished work / in stack after deducting necessary void).) (a) Jhama ballast	24.00	M ³			
34	Supply of stone / laterite boulder at site including cost of materials, loading, unloading and carriage and including all incidental charges like Royalty complete. (Royalty certificate in original from concerned authority are to be submitted along with the bill) Pakur Variety, Boulder 30/45 Kg.	1134.60	M ³			
35	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. (i) Pakur Variety					
	I. Ground Floor (Including Civil & Mechanical)	54.46	M ³			
	II. First Floor	6.29	M ³			
	III. Second Floor	1.74	M ³			
36	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. Including using of approved putty etc. On the surface if necessary.					
	(a) On timber or plastered surface :	112.72	M ²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	With Super Gloss (hi gloss) Two coats (with any shade except white)					
	(b) On steel or other metal surface : With Super Gloss (hi gloss) Two coats (with any shade except white)	48.88	M²			
37	Painting block letters or digits in Black Japan or any approved paint as per direction. b) Size above 2.5 cm. and upto 4 cm.	1752	Each			
38	Direction and Place Identification Signs with size more than 0.9 sqm size Board. Providing and erecting direction and place identification retro-reflectorised sign as per IRC :67 made of high intensity grade sheeting vide clause 801.3, fixed over aluminium sheeting, 2 mm thick with area exceeding 0.9 sqm supported on a mild steel angle iron post 75 mm x 75 mm x 6 mm, 2 Nos. firmly fixed to the ground by means of properly designed foundation with M 15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing and Clause 801 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).	7.56	M²			
39	Plain / Reinforced Cement Concrete in Substructure with coarse aggregates of appropriate nominal size and grading, fine aggregate (sand) conforming to proper grading zone, both of approved quality, cement and water reducing admixtures, as necessary, including labour, cost and carriage of all materials and including preparation of design mix, approval of the same by the Engineer-in-Charge and cost for quality control, sampling, testing etc. all complete as per drawing and technical specification including the cost of necessary form work and staging complete as per drawing and technical specifications. PCC Grade M20 Height upto 5m(Using Concrete Mixer)	27.00	M³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
40	Precast cement concrete blocks or lining units as per designed section and specification, in nominal mix proportion 1:1.5:3 (corresponding to M20 Grade) with well graded 20mm down stone metal aggregate, including dressing, ramming, shuttering, finishing the surface by trowel without adding any additional cement and sand mortar, curing, transporting and laying the blocks or lining units at worksite in position, over sand cushion / filter layer, with cold (paper) joints between the adjacent units, having gap varying from 0 to 5mm as tolerance, with all leads and lifts, including supply and carriage of all materials complete. Stone aggregates of Pakur or Rajmahal or broken stone of North Bengal varieties.	61.56	M ³			
41	Sand filling in foundation trenches and at the back of abutments, wing-walls etc. with good local sand free from earth in layers not exceeding 15 cm. including inundating each layer by profuse water and poking and ramming layer by layer complete including supply of sand. Quality of sand is to be approved by the Engineer-in-charge.	136.16	M ³			
42	Excavation for Structures Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, removing, spreading or stacking of spoils within a lead of 150 m. as directed and including trimming the sides of the trenches, leveling, dressing and ramming the bottom, and backfilling with approved material complete as per direction of the Engineer-in-Charge. I. In all sorts of soil excluding marshy soil & rocks (soft or hard) by manual means.					
	a) upto 3 m depth (i) With pumping out water including shoring as required.	2034.50	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	b) 3 m to 6 m depth (i) With pumping out water including shoring as required.	496.32	M ³			
43	Supplying and laying Polythene Sheet(150gm / Sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.	11703.55	M ²			
44	Neat cement punning about 1.5mm thick in wall, dado, windowsill, floor etc. <i>NOTE: Cement 0.152 cu.m per 100 sq.m.</i>	747.47	M ²			
45	Cast-in-situ cement concrete blocks or lining units as per designed section and specification in nominal mix proportion 1:1.5:3 (Corresponding to M20 grade) with well graded 20mm down stone metal aggregate, laid in position by casting in alternative panels or otherwise to keep a gap of 12mm between the adjacent units, over a layer of polythene sheet of thickness not less than 100 µm to act as a separator between the bottom surface of the block and the sand cushion/filter material laid below the blocks, including, dressing, ramming, shuttering, finishing the exposed surface by trowel without adding any additional cement and sand mortar, curing and filling the gaps between adjacent units by 5.6mm down coarse aggregate to be compacted properly with all leads and lifts including supply and carriages of all materials without the cost of sand cushion/filter <i>(The rate is inclusive of the cost of stone aggregate and its carriage upto site.)</i> Stone aggregate of Pakur or Rajamahar or Broken stone of North Bengal varieties.	267.57	M ³			
46	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and	647.72	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	stacking the serviceable material with all lifts and lead of 1000 m as per Technical Specifications Clause 202 for Rural Roads of MORD. (b) Rubble Stone Masonry in Cement Mortar					
47	Furnishing and Placing Reinforced / Pre-stressed Cement concrete in Super-structure with coarse aggregates of appropriate nominal size and grading, fine aggregate (sand) conforming to proper grading zone, both of approved quality and cement and admixtures, as necessary, including labour, cost and carriage of all materials and including preparation of design mix, approval of the same by the Engineer-in-Charge and cost for quality control, sampling, testing etc. all complete as per drawing and technical specification including the cost of necessary form work and staging complete as per drawing and technical specifications. RCC Grade M25, Using Concrete Mixer, For Solid Slab Super Structure, Height 5m to 10m	141.85	M ³			
48	Supplying and laying inverted filter in canal bed, canal slope, weep holes, block pitching etc. as per drawing including preparation of Subgrade etc. complete as per direction of the Engineer-in-charge.	81.11	M ³			
49	Drainage Spouts in Superstructure including providing drip moldings and also including supplying, fitting and fixing approved type of materials complete as per drawing and technical specification vide clause no. 2705 of MoRT&H's Specification for Road & Bridge Works.ing etc.	16	Each			
50	R.C. Guard post Supplying fitting and fixing R.C. guard post 1.37m long with C.C. 1:2:4 with graded stone chips of 13.2mm down casting , curing complete including cost of providing 4nos.of 12mm dia. rod of length 1.54m as main reinforcement and 6 nos. of round shaped 8mm dia rods used as binders; the placing of the first binder should be at 75mm below the top finished surface and the other 5 nos of binders should be placed at 245mm c/c ; the guard	80	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	post is of octagonal section with inscribed circle of dia 24cm at the base tapering to corresponding dimensions of 16cm at the top including two coats of painting with best quality synthetic enamel paint of approved make and grade to form 6 nos. horizontal alternate bands in white/tannery yellow and black to 90 cm length standing up above ground after mending good damages if any during striking off shuttering, making hole in ground of 47cm depth and 30cm. minimum dia, fixing the guard posts in the same holes and repacking the earth properly so as to keep the guard posts standing properly erect in correct position true to line and length including carriage of R. C. Guard Post with due care to the site including loading into the truck and unloading at site complete in all respect.					
51	Earthwork in filling in foundation trenches with good earth in layers not exceeding 15cm. including watering and ramming layer by layer complete with earth obtained from excavation of foundation or from fresh excavation of land arranged by Department within a lead of 150 m.	249.67	M ³			
52	Water Bound Macadam Sub Base by consolidating Jhama metal / Laterite chelly or stone metal / shingles of specific size in hard crust to requisite thickness (measured after compaction) in layers including screening of metals etc. as necessary, hand packing, sweeping, watering and rolling in stages with power roller to proper line, grade and camber, lighting, guarding & barricading and making necessary earthen bundh of one metre width on each side where necessary to protect edges and preparing the bed by necessary cutting or filling and rolling all complete including the cost of all materials and hire and labour charges of all men and machineries and compacting to the required density, as per Clause 404 of Specifications for Road & Bridge Works of MoRT&H (5th Revision). (i) For Construction of Sub Base by consolidating Jhama	119.00	M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	metal (63 mm to 45 mm) with moorum screening					
53	Supplying, spreading and consolidating Moorum to a depth of 75 mm as per specification with power roller to proper gradient and camber including watering as necessary, and lighting, guarding, barricading and making adequate earthen bundh where necessary to protect the edges and curing with water for 2 to 3 days, mending cracks by rolling where necessary including all incidental charges of roller, cost of fuel & lubricants etc. complete as per specification. <i>(The payment is to be made on the basis of the compacted volume of moorum.)</i>	89.25	M³			
54	Supplying, fitting and placing HYSD bar reinforcement in Bridge Super-structure including initial straightening, straightening of coils bars, removal of loose rust (if any), cutting to requisite length bending, binding with annealed wire not less than 1 mm in size and conforming to IS 280 at every intersection hooked and bent to correct shape and placed on forms etc. including cost of black annealed wire and cost of loading, unloading, carriage of all steel materials complete as per drawing and technical specifications. (a) Tor steel/HYSD bar/TMT bars ((SAIL/ TATA/ RINL)	16.705	MT			
55	Earthwork in excavation in all kinds of soil for making embankments, repairs to the embankment, closing breaches etc. as per profile including supply and transporting the earth by truck or tractor or any other mechanical means on land , including loading, transporting, unloading and stacking with all lifts both ways and head load where necessary and depositing the same on embankments, channels, filling depressions in requisite profile, levelling as per direction of the Engineer-in-charge within a lead of A) Beyond 500 metre and upto 1.00 km NB:- Measurement to be taken on the basis of stack	24673.22	M³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	measurement / pre-post work section measurement after deduction of void as per norms. No extra payment will be made for stacking.					
56	Providing and Laying Reinforced Cement Concrete Pipe NP3 as per Design in Double Row Providing and laying reinforced cement concrete pipe NP3 with spigot socket for culverts on first class bedding of granular material in double row including fixing with cement mortar 1:2 as per Technical Specification Clause 1106 for Rural Roads of MORD. (D) 1000 mm dia.	190	Mtr.			
57	Removing all types of Hume pipes and stacking within a lead of 1000 m including Earthwork and Dismantling of Masonry Works as per Technical Specification Clause 202 for Rural Roads of MORD. (c) Above 900 mm dia Hume pipe.	190	Mtr.			
58	Supplying to site empty cement polythene bags (capacity 50kg) in good condition including stacking, incidental charges etc. all complete (capacity 50 kg).	77850	Each			
59	Labour charges for filling empty cement gunny bag / polythene bag (capacity 50 kg) with all kinds of earth (wet or dry), sand or aggregates (stone / brick) and sewing as done in case of cement bags, (tying with a knot after filling will not be accepted), and stacking within a lead of 30 metre as per direction of Engr-in-charge (cost is excluding the cost of any types of filling materials). NB: - Volume of earth/ sand filled bags should not be less than 0.028 cum/ bag.	77850	Each Bag			
60	Dumping in position earth / sand filled gunny / poly bags (capacity 50 kg) within a lead of 30 metre inclusive of all lifts	77850	Each Bag			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
61	Hire and labour charges for Shuttering with or without staging upto 4.0 m height using approved stout props with wooden planks/ply wood/steel sheet plate with required bracing for any kind of plain or reinforced concrete works in all sorts of minor structure including culvert, box culvert, cross drain etc. The rate is inclusive of fitting, fixing and striking out after completion of work as per specification and direction. (b) Where staging is not required.	86.90	M ²			
62	Providing weep holes in Brick masonry / Plain / Reinforced concrete abutment, wing wall / return wall with 100 mm dia AC pipe, extending through the full width of the structure with slope of 1V:20H towards drawing face. Complete as per drawing and Technical specifications.	276	Each			
63	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. (a) Pakur variety (Including Civil & Mechanical works)	1349.355	M ³			
64	Supplying Eucalyptus bullah at site including sizing and sharpening one end and dressing the other end for driving (bigger diameter above specified size if supplied shall be paid at the rate of specified diameter Measurement of diameter of bullah will be at 1/3rd from the thicker end and without bark) including loading, unloading, carriage at site complete. 15.00 cm. Av. Diameter.	5020	Mtr.			
65	Labour for driving Jhaw / Eucalyptus bullah piles by monkey in all sorts of soil including hoisting and placing piles in position, protecting the pile head with iron ring and cutting and shaping heads before and after driving and including hire and labour for necessary driving appliances and all tackles. 15 cm av. diameter	4016	Mtr.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
66	Supplying, fitting and fixing with iron nails half split bullah wailing pieces and cross pieces etc. complete with cost of all materials and carriage to site. (a) Width of thinner end above 10 cm. and less than 15 cm. (i) Jhaw / Eucalyptus.	600	Mtr.			
67	Construction of precast RCC railing of M30 Grade , aggregate size not exceeding 12 mm. true to line and grade, tolerance of vertical RCC post not to exceed 1 in 500, centre to centre spacing between vertical post not to exceed 2000 mm. leaving adequate space between vertical post for expansion, complete as per MoRT&H standard drawing no SD/202 and technical specifications.	65.40	Mtr.			
68	Taking out bullah wailing pieces after removing nuts, bolts and iron nails and stacking the same within 150 metre from the site of work including sorting out and stacking serviceable materials.	600	Mtr			
69	Taking out Jhaw / Eucalyptus piles from river bed or from elsewhere including carrying, stacking materials in the nearest stack yard. (a) Up to 17.5 cm. diameter	4016	Mtr			
70	Bailing out water by pump including all leads and lifts and including making all arrangements for disposal, where continuous flow or seepage of water is encountered and rating of pumps and hours of operation is specifically ascertained as per direction of the Engineer-in-charge.	3600.00	HP-Hr.			
71	Clearing compound premises of shrubs, plants, jungles etc. by cutting and removing as directed (Specific permission of Engineer-in-Charge prior to execution will be necessary). (Payment to be made on area cleared)	900.00	M ²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
72	Earth work in excavation of foundation trenches or drains , in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete. (a) Depth of excavation not exceeding upto 1500 mm. <i>(Including Civil & Mechanical works)</i>	1.4431	% M ³			
73	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work) (a) With earth obtained from excavation of foundation.	0.274	% M ³			
74	Anti-termite treatment to the top surface of the consolidated earth within plinth walls with chemical emulsion by admixing chloropyrofos emulsifiable concentrates (1% concentration) with water by weight at the rate of 5 Litres per sq. m. of the surface before sand bed or sub-grade is laid. Holes upto 50 mm. to 75 mm. deep at 150 mm. centre to centre both ways shall be made with 12 mm, diameter mild steel rod on the surface to facilitate saturation of the soil with the chemical emulsion. The work shall be carried out as per specification described in para 6.4 of code IS-6313 (part -II) 1981. (Mode of measurement will be per Sq.m of plan area of plinth treated.)	103.11	M ²			
75	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	100.97	M ²			
76	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	0.23258	% M ³			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	Do – by fine sand. (Including Civil & Mechanical works)					
77	Controlled Cement concrete with well graded stone chips (20 mm nominal size) excluding shuttering and reinforcement with complete design of concrete as per IS : 456 and relevant special publications, submission of job mix formula after preliminary mix design after testing of concrete cubes as per direction of Engineer-in charge. Consumption of cement will not be less than 300 Kg of cement with Super plasticiser per cubic meter of controlled concrete but actual consumption will be determined on the basis of preliminary test and job mix founmula. In ground floor and foundation.[using concrete mixture] (b) M 20 Grade (i) Pakur Variety					
	A. Ground floor	67.116	M³			
	B. 1st Floor	30.887	M³			
	C. 2nd Floor	6.797	M³			
78	Hire and labour charges for shuttering with centering and necessary staging upto 4m using approved stout props and thick hardwood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works.(upto roof of ground floor)					
	I. 25 to 30 mm thick shuttering without staging in foundation.	142.75	M²			
	II. Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work. (a) In Ground Floor:	417.45	M²			
	II. Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work. (b) In 1st Floor:	310.99	M²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	II. Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work. (c) In 2nd Floor:	56.85	M²			
	III. 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-In-Charge. (Electro-Mechanical Part)	2.13	M²			
80	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. (a) For works in foundation and up to roof of ground floor/up to 4 m Tor steel/HYSD bar/TMT bars ((SAIL/ TATA/ RINL)					
	(a) In Ground Floor: <i>(Including Civil & Mechanical works)</i>	6.679	MT			
	(b) In 1st Floor:	3.031	MT			
	(c) In 2nd Floor:	0.667	MT			
81	Labour for Chipping of concrete surface before taking up Plastering work.	715.34	M²			
82	Extra rate for using water proofing and plasticising admixture @ 0.20 % by weight of cement (or at manufacture's specified rate) for concrete of various grades.	90.00	Kg			
83	25mm. thick damp proof course with cement concrete with	15.49	M²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	stone chips (1:1.5:3) [with graded stone aggregate 10 mm nominal size] and admixture of water proofing compound as per manufacturer's specification followed by two coat of polymer based paint, (1st coat after 4 to 5 days of concrete laying and 2 nd coat just before brick masonry work) as directed (cost of water proofing compound & polymer based paint to be paid separately). (Chequering not required over concrete or painted surface).					
84	Brick work with 1st class bricks in cement mortar (4:1)					
	(a) In foundation and plinth A. Ground floor	6.05	M³			
	(b) In Superstructure A. Ground floor <i>(Including Civil & Mechanical works)</i>	36.80	M³			
	(b) In Superstructure B. 1st Floor	26.96	M³			
	(b) In Superstructure C. 2nd Floor	6.03	M³			
85	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor.					
	(a) In Ground Floor	21.57	M²			
	(b) In First Floor:	52.41	M²			
	(c) In Second Floor:	56.46	M²			
86	M.S. or W.I. ornamental grill of approved design joints					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	continously welded with M.S. or W.I. flats and bars for windows, railing etc. fitted and fixed with necessary screws and lugs. (i)Grill weighing above 10Kg./sq.mtr and upto 16Kg./sq. mtr.					
	(a) In Ground Floor	2.282	Qntl.			
	(b) In First Floor:	3.092	Qntl.			
	(c) In Second Floor:	0.464	Qntl.			
87	M.S. gate of Jail type as per approved design made of strong M.S. frame work, intermediate stiffeners and round / square bars or angles. M.S. sheet (not less than 14 gauge) gussetes, cleats etc. including necessary riveting, bolting, welding, locking and hanging arrangements, fitting and fixing complete as per direction of the Engineer-in -charge. In ground floor	11.70	Qntl.			
88	Locking arrangement for Jail type doors including supplying fitting and fixing in position complete as per approved design.	20.00	Kg.			
89	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame exluding cost of concrete, Iron Butt Hinges and M.S clamps. SAL : Malayasian					
	(a) In Ground Floor	0.132	M³			
	(b) In First Floor:	0.236	M³			
	(c) In Second Floor:	0.077	M³			
90	Panel shutters of door and window , as per design (each panel consisting of single plank without joint), including fitting and					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	fixing the same in position but excluding the cost of hinge and other fittings. (In case of non-supply of single plank, penal rate of reduction of 20% will be made) 35mm thick shutters with 19mm thick panel of size 30to45 Cm. Sishu, Gamar, Champ, Badam, Bhola, Mogra, Hallak.					
	(a) In ground floor.	5.75	M²			
	(b) In Second floor.	3.28	M²			
91	Supplying solid flush type doors of commercial quality, the timber frame consisting of top and bottom rails and side styles of well seasoned timber 65mm wide each and the entire frame fitted with 37.5mm wide battens places bothways in order to make the door of solid core and internal lipping with Garjan or similar wood veneers using phenol formaldehyde as glue etc. complete, including fitting, fixing shutters in position but excluding the cost of hinges and other fittings. (b) 35 mm thick shutters (single leaf) In first floor	11.48	M²			
92	Providing and fixing of factory made uPVC Sliding window (White Colour) complete, (Uvalue=1.9-1.3W/m2K, flame resistant, self extinguishing, lead free) comprising uPVC multi-chambered frame having in-built uPVC roller track on top and uPVC sash with wall thickness of 2.3mm (±0.2mm) duly reinforced with G.I. section 1.6mm (±0.2mm), wherever required. All corners of frame and sash will be fusion welded. After placing 5mm Clear Annealed glass in the sash, uPVC glazing bead, interlock, EPDM gasket, brush shall be provided including touch lock and rollers & proper drainage systems hall					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	be provided. Window frame will be fixed to the wall with 100mm long and 8mm dia. Fasteners and after fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of required size, of approved quality complete in all respect as per as per approved drawing & direction of Engineer-In-Charge. (Note: Profile manufacturer & Window Manufacturer must be one & same, Only manufacturer Warranty is acceptable)					
	a) 2 Track 2 Sash window frame of size 67x54mm & Sash of size 64x47mm both having wall thickness of 2.3 ± 0.2 mm	7.02	M²			
	b) 3 Track 3 Sash window frame of size 122x54mm & Sash of size 64x47mm both having wall thickness of 2.3 ± 0.2 mm	30.42	M²			
93	Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600mm X 600mm X 10mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2mm thick cement slurry back side of tiles using cement @2.91Kg./SqM. or using polymerised adhesive (6mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75Kg of cement per SqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge.(White cement, synthetic adhesive and grout material to be supplied by the contractor) With application slurry @1.75kg/Sq.m, 20mm sand cement mortar (1:4) & 2mm thick cement slurry at back side of tiles, 0.2 kg/Sq.m white cement for joint filling with pigment. Light Colour	179.87	M²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
94	Supplying, fitting & fixing 1st quality Ceramic tiles in walls and floors to match with the existing work & 4 nos. of key stones (10mm) fixed with araldite at the back of each tile & finishing the joints with white cement mixed with colouring oxide if required to match the colour of tiles including roughening of concrete surface, if necessary or by synthetic adhesive & grout materials etc. (B) Wall With Sand Cement Mortar (1:3) 15 mm thick & 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sq.m & joint filling using white cement slurry @ 0.20kg/Sq.m. (b) Area of each tile above 0.09 Sq.m (i) Coloured decorative	63.92	M ²			
95	Rendering the surface of walls and ceiling with white cement based wall putty of approved make (thickness not less than 1.5 mm.)	834.30	M ²			
96	Supplying and laying chequered tiles of any shade & of approved quality with (1:1½:3) cement concrete laid in panels or patterns as directed in pavement, footpath etc. including necessary underlay 25 mm thick [avg] cement mortar (1:3) complete in all respect with all labour and materials. [Using cement slurry @ 4.4 kg/Sq.m at back side and @2.4 kg/Sq.m for joint filling] Red Variety (ii) 30 mm. thick	52.50	M ²			
97	Supplying, Fitting & Fixing Factory made prelaminated P.V.C. door frame of size 50 mmx47 mm with a wall thickness of 5 mm, made out of extruded 5 mm Prelaminated PVC sheet miter cut at two corners and joined with two nos of 1.5 mm long brackets of 15 mm x15 mm M.S. square tube. The two vertical door profiles are to be reinforced with 19 mmx 19 mm M.S. Square tube of 19 gauge, weather seal to be provided throughout the frame. The door frame shall be fixed with the wall using 65/100 mm M.S. Screws through the frame by using P.V.C	19.80	Mtr.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	fasteners. A minimum of 4 Nos of screws to be provided for each vertical member and minimum 2 Nos for horizontal member etc. complete as per Manufacturer's specification and direction of Engineer-in-Charge.					
98	Supplying, Fitting & Fixing 30 mm thick both side prelaminated Factory made solid Panel PVC Door Shutter consisting of outer frame made out of M.S. tubes of 19 gauge thickness and size 19 mmx19 mm for styles, top and bottom rails, M.S. frame shall have cost of steel primers of approved make and manufacture, M.S. frame covered with 5 mm th. heat moulded PVC "C" channel of size 30 mm th, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on either sides forming styles; and 5 mm th. 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm tapered in 45 degree on the inner side to form top & bottom rail and 115 mm wide PVC sheet out of which 75mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided either side of the panel with 10 mm (5 mmx2) th.,20 mm wide cross PVC sheet as gap insert for top rail and bottom rail sheet to be fitted in the M.S. frame welded/sealed to the styles & rails with 7 mm (5 mm+2 mm) th.x15 mm wide PVC sheet beading on inner side and joined together with solvent cement adhesive. An additional 5 mm th. PVC strip of 20 mm which is to be stuck on the interior side of the "C" channel using PVC solvent adhesive etc. complete excluding all necessary hardware's as per direction of Engineer-in-Charge.					
	(a) In Ground floor	2.67	M ²			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	(b)In First floor.	2.67	M ²			
99	Collapsible gate with 40 mm. X 40 mm. X 6 mm. tee as top and bottom guide rail 20 mm X 10 mm X 2 mm vertical channel 100 mm apart in fully stretched position 20 mm X 5 mm M.S. flats as collapsible bracings properly riveted and washered including 38 mm. steel rollers including locking arrangements, fitted and fixed in position with lugs set in cement concrete and including cutting necessary holes, chasing etc. in walls, floors etc and making good damages complete. In Ground Floor	2.63	M ²			
100	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or concrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the EIC. In Ground Floor. b) Two coat ii) Solvent based interior grade Acrylic primer. (In ground floor)	8.343	%M ²			
101	Applying Acrylic Emulsion Paint of approved make and brand on walls and ceiling including sand papering in intermediate coats including putty (Two coats) ii) Luxury Quality	834.30	M ²			
102	Applying Exterior grade Acrylic primer of approved quality and brand on plastered or concrete surface old or new surface to receive decorative textured(matt finish) or smooth finish acrylic exterior emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the EIC.					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	(a) In Ground Floor:Two Coat	1.7085	%M²			
	(b) In First Floor:Two Coat	1.5697	%M²			
	(c) In 2nd Floor:Two Coat	1.8997	%M²			
103	Protective and decorative Acrylic exterior emulsion paint of approved quality, as per manufactures specification and as per direction of the EIC to be applied over acrylic primer as required. The rate includes cost of material, labour, scaffolding and all incidental charges but excluding the cost of primer. Premium 100% Acrylic Emulsion					
	(a) In Ground Floor:(Two coat)	170.85	M²			
	(b) In First Floor:Two Coat	156.97	M²			
	(c) In 2nd Floor:Two Coat	189.97	M²			
104	a) Priming one coat to timber surface with synthetic enamel / oil bound primer of approved quality including smoothening surface by sand papering etc.	60.88	M²			
	b) Priming one coat to steel or metal surface with synthetic enamel / oil bound primer of approved quality including smoothening surface by sand papering etc.	48.88	M²			
105	Supplying, fitting and fixing Marble Slab / tile of 15 to18 mm thickness in floor, lobby, stair, landing & treads etc. over 20 mm (av.) thck base of Cement mortar (1:2) laid with white cement slurry @ 4.4kg/Sq.m before placing marble & jointed with white cement slurry @ 2.0 kg/Sq.m with necessary pigments including grinding and Granite polishing as per					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	direction of Engineering-in-Charge in Ground Floor. {White cement and Pigment to be supplied by the Agency] With Makrana plain pink / Adranga Pink / Garbh Gulabi / Udaypur pink / Udaypur Green / Black Bhaslana Area of each Slab/tile exceeding 0.3sq.m. but not exceeding 0.6 sq.m.					
	(a) In Ground Floor:	9.825	M²			
	(b) In First Floor:	9.825	M²			
106	Supplying, fitting, fixing marble slab / tiles, 15mm. to 18mm. thick in dado / wall in 15mm thick [avg] cement mortar (1:2) including making suitable arrangements to hold the stones properly by brass/copper hooks applying white cement slurry @ 4.4 kg/ sq.m at the back side of marble & pointing in cement mortar (1:2) (1 cement, 2marble dust) with admixture of pigment matching the stone shades including polishing all complete as per direction of the Engineer-in-charge including cost of materials, labours, scaffolding, staging, curing complete. [White cement, Pigment to be supplied by the Agency] (a) With Makrana plain pink / Adranga Pink / Garbh Gulabi / Udaypur pink / Udaypur Green / Black Bhaslana (ii) Area of each Slab/tile exceeding 0.3 sq.m. but not exceeding 0.6 sq.m.					
	(a) In Ground Floor:	6.334	M²			
	(b) In First Floor:	6.334	M²			
107	Extra cost of labour for prefinished and premoulded Nosing to treads of steps, railing, window sill etc. of Marble Stone.	48.00	Mtr.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
108	Extra cost of labour for Marble Stone Floor in treads of Steps.	21.12	M ²			
109	Supplying, fitting & fixing granite slabs 15mm to 18 mm. thick with uniform texture & without decorative veins in columns, wall, facia etc. with 15 mm thick [avg] cement mortar (1:2) including making suitable arrangements to hold the stones properly by brass / copper hooks including pointing in cement mortar (1:2) (1 white cement : 2 marble dust) with admixture of pigment matching the stone shades all complete as per direction of the Engineer-in-charge including cost of all materials, labours, scaffolding, staging, curing and roughening of concrete surface complete. Area of each Granite slab ≤ 0.6 square metre. [Using cement slurry at back side of granite @ 4.4 kg/sq.m & white cement slurry for joint filling @ 1.8 kg/sq.m]	31.14	M ²			
110	Supplying, fitting and fixing Black Stone slab used in Kitchen slab, alcove, wardrobe etc. laid and jointed with necessary adhesive Cement mortar (1:2) including grinding or polishing as per direction of Engineer-in -Charge in Ground Floor. a) Slab thickness 20 to 25 mm. For First Floor.	7.00	M ²			
111	Supplying, fitting & fixing UPVC pipes A- Type and fittings conforming to IS:13592-1992 with all necessary clamps nails, including making holes in walls, floor etc. cutting trenches in any soil through masonry concrete structures etc if necessary and mending good damages including joining with jointing materails (Spun Yarn, Valamoid/Bitumen/M-Seal etc) complete.					
	A) UPVC Pipes: i) 110 mm. Dia.	59.90	Mtr.			
	B) UPVC Fittings: a) Plain Tee i) 110 mm. Dia.	16	Nos.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	B) UPVC Fittings: b) Bend 87.5 degree i) 110 mm. Dia.	16	Nos.			
	B) UPVC Fittings: c) Shoe i) 110 mm. Dia.	16	Nos.			
112	Godrej Hydraulic door closer fitted and fixed complete. Medium Type	5	Each			
113	Brass hasp bolt of approved quality fitted and fixed complete (oxidised) with 16mm dia rod with centre bolt and round fitting. 250mm long.	8	Each			
114	Supplying, fitting & fixing M.S. clamp for fixing door and window frame made of flat bent bar and fabricated with necessary screws etc. by cement concrete (1:2:4) as per direction (cost of concrete will be paid seperately) 40 mm X 6 mm. 200 mm length	54	Each			
115	Anodised aluminum barrel/ tower / socket bolt (full covered) of approved quality manufactured from extruded section conforming to IS: 204/74 fitted and fixed with cadmium cadmium screws.					
	200mm long x 10mm dia. bolt.	9	Each			
	300mm long x 10mm dia. bolt.	9	Each			
116	Anodised aluminium butt hinges of approved quality manufactured from extruded section conforming to I.S. specification (I.S.205/66) and fitted and fixed with cadmium plated screws. 100 x 63 x 3.2mm.	27	Each			
117	Anodised aliminium D-type handle of approved quality manufactured from extruded section conforming to I.S.	18	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	specification (I.S. 230/72) fitted and fixed complete: With continuous plate base (Hexagonal / Round rod) 125 mm grip x 10 mm dia rod.					
118	Supplying 'Godrej' mortice lock chromium plated with latch and keys 4 levers, including fitting and fixing complete.	3	Each			
119	Door stopper (Brass)	9	Each			
120	Supplying, fitting and fixing Fan Hook for ceiling with 1 metre long 16mm. dia rod complete including mending damages. Payment for damage and repair to be made separately.	16	Each			
121	Supplying, fitting and fixing Stainless Steel railing consist of 38mm dia and 900mm height vertical balustrade at every two alternative steps, 50mm dia top rail, 3 (three) nos 19mm dia horizontal Stainless steel pipe and base/cover plate with Stainless Steel GRADE 304 containing 7.5% nickle (Interior Grade) Brushed/Mat finish, complete as per direction of the Engineer-in-charge. Weight of Stainless Steel railing per metre 6.5 Kg (approx).	20.70	Mtr.			
122	Applying 2 coats of Non-Toxic Acrylic Polymer modified Paint having adhesive & waterproofing properties by mixing in proportion (1 liquid: 4 cementitious material) or as per manufacturer's specification for water proofing layer in water tank etc. (No Departmental Cement is required)	123.42	M ²			
123	Supplying, fitting and fixing PVC pipes of approved make of Schedule 80 (medium duty) conforming to ASTM D - 1785 and threaded to match with GI Pipes as per IS: 1239 (Part - I). with all necessary accessories, specials viz. socket, bend, tee, union, cross, elbo, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground. (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be made separately)					
	(A) For Exposed Work i) 25 mm Dia	25	Mtr.			
	(A) For Exposed Work ii) 40 mm Dia	25	Mtr.			
	(A) For Exposed Work iii) 50 mm Dia	30	Mtr.			
	(B) For concealed work i) 15 mm Dia	35	Mtr.			
	(B) For concealed work ii) 25 mm Dia	35	Mtr.			
124	Supplying, fitting and fixing shower of approved brand and make.					
	Chromium plated Rose shower with revolving joint and 150 mm long shower arm (Equivalent to Code No. 5489 & Model - Florentine of Jaquar or similar brand).	4	Each			
	Chromium plated Hand shower 70mm dia Round Shape Single flow with Flexible Tube & fittings (Equivalent to Code No. ESH-5512 & Model - Tropical / Sumthing Special of ESSCO or similar).	4	Each			
125	Supplying, fitting and fixing gunmetal wheel valve of approved brand and make tested to 21 kg per sq. cm. (for water lines only). 40 mm Dia	6	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
126	Supplying, fitting and fixing Peet's valve fullway gunmetal standard pattern best quality of approved brand bearing I.S.I. marking with fittings (tested to 21 kg per sq. cm.). 25 mm Dia	5	Each			
127	Supplying, fitting and fixing bib cock or stop cock.					
	(a) Chromium plated Bib Cock short body (Equivalent to Code No. 511 & Model - Tropical / Sumthing Special of ESSCO or similar).	6	Each			
	(b) Chromium plated Stop Cock (Equivalent to Code No. 513(A) & 513(B) & Model - Tropical / Sumthing Special of ESSCO or similar).	17	Each			
128	Supplying, fitting and fixing 10 litre P.V.C. low-down cistern conforming to I.S. specification with P.V.C. fittings complete, C.I. brackets including two coats of painting to bracket etc.	4	Each			
129	Supplying P.V.C. water storage tank of approved quality with closed top with lid (Black) - Multilayer (c) 1500 litre capacity	1	Each			
130	Labour for hoisting plastic water storage tank. Upto 1500 litre capacity.					
	(a) Upto 1st story from G.L.	1	Each			
	(b) Extra for each additional story	1	Each			
131	Labour for punching hole in plastic water storage tank upto 50 mm dia.	2	Each			
132	Supplying, fitting and fixing white vitreous china best quality approved make wash basin with C.I. brackets on 75 mm X 75 mm wooden blocks, C.P. waste fittings of 32 mm dia., one approved	5	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	quality brass C.P. pillar cock of 15 mm dia., C.P. chain with rubber plug of 30 mm dia., approved quality P.V.C. waste pipe with C.P. nut 32 mm dia., 900 mm long approved quality P.V.C. connection pipe with heavy brass C.P. nut including mending good all damages and painting the brackets with two coats of approved paint. 550 mm X 400 mm size					
133	Supplying, fitting and fixing stainless steel sink complete with waste fittings and two coats of painting of C.I. brackets. (a) Sink only. 630 mm X 550 mm X 180 mm	1	Each			
134	Supplying, fitting and fixing approved brand P.V.C. CONNECTOR white flexible, with both ends coupling with heavy brass C.P. nut, 15 mm dia. 600 mm long	6	Each			
135	Supplying, fitting and fixing approved brand 32 mm dia. P.V.C. waste pipe, with PVC coupling at one end fitted with necessary clamps. 900 mm long	6	Each			
136	Supplying, fitting and fixing E.W.C. in white glazed vitreous chinaware of approved make complete in position with necessary bolts, nuts etc. (a) With 'P' trap	4	Each			
137	Supplying, fitting and fixing Closet seat of approved make with lid and C.P. hinges, rubber buffer and brass screws complete. (a) E.W.C. (ii) Plastic (hallow type) white	4	Each			
138	Supplying, fitting and fixing 32 mm dia. Flush Pipe of approved make with necessary fixing materials and clamps complete. i) Polythene Flush Pipe	4	Each			
139	Supplying, fitting and fixing Flat back urinal (half stall urinal) in white vitreous chinaware of approved make in position	4	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	with brass screws on 75 mm X 75 mm X 75 mm wooden blocks complete. (ii) 470 mm X 280 mm X 340 mm					
140	Supplying, fitting and fixing urinal flush pipe fittings of approved brand. (a) C.P. urinal flush pipe fittings range of one	4	Each			
141	Supplying, fitting and fixing best quality Indian make mirror 5.5 mm thick with silvering as per I.S.I. specifications supported on fibre glass frame of any colour, frame size 550mm X 400mm	4	Each			
142	Supplying, fitting and fixing glass shelf with aluminum guard rails.(a) Ordinary type with 5.5 mm sheet glass (i) 450 mm X 125 mm	4	Each			
143	Supplying, fitting and fixing soap holder. (a) PTMT(Prayag or equivalent)	4	Each			
144	Supplying, fitting and fixing towel rail with two brackets. (a) C.P. over brass. (i) 25 mm dia. and 750 mm long	4	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
145	Constructing Inspection pit of inside measurement 600mm X 600mm X upto 600mm (depth) with 250 mm thick 1st. class brick work in cement mortar (1:4) on all sides, bottom of the pit consisting of 100 mm thick cement concrete (1:3:6) with stone chips over a layer of jhama brick flat soling,15 mm thick (1:4) cement plaster to inside walls and out-side walls upto G.L. and 20 mm.thick (1:4) plaster to bottom of the pit, providing necessary invert with cement concrete (1:3:6) with stone chips as per direction, neat cement finishing to entire internal surfaces, top of the pit covered with 100 mm thick R.C.C. slab (1:1.5:3) with stone chips and necessary reinforcements upto 1% and shuttering including 6 mm thick cement plaster (1:4) in all external surfaces of the slab and one 560 mm dia. R.C.C. manhole cover of approved make supplied, fitted and fixed in the slab with necessary fittings, necessary earthwork in excavation in all sorts of soil, filling sides of the pit with earth and removing spoils after work complete in all respect with all costs of labour and materials. With Pakur variety. (JSW/JSPL/SHYAM/SRMB/BMASL/ELECTROSSTEEL/ SSL)	2	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
146	Construction of septic tank of different capacities as per approved drawing with 1st class brick work in cement mortar (1:4) including two 560mm dia. R.C.C. manhole cover (heavy type) of approved make supplied, fitted and fixed in the 100mm thick R.C.C (1:1.5:3) top slab with necessary fittings, 20mm thick cement plaster (4 : 1) with neat cement finish to the internal surfaces and 15mm thick cement plaster (4:1) to outside wall upto 200mm below G.L floor finished with 25mm thick grey artificial stone over 100mm thick R.C.C (1:1.5:3) bottom slab including supplying, fitting and fixing all necessary specials, fittings, S.W. tees, C.I. foot rest etc. including excavation earth in all sorts of soil, shoring, bailing out and pumping out water as necessary, ramming, dressing the bed and refilling the sides of the tanks with earth, removing spoils, filling up the chamber with clear water, removing foreign materials from the chamber and including constructing attached inspection pit as per approved drawing and connecting all necessary pipes, joints etc. with internal plaster work and artificial stone flooring is to be done with admixture of water proofing compound @ 0.5% by weight of cement with all cost of labour and materials. Note:-(i) Finished level of Septic Tank should be 400mm. from Ground Level. (ii) Height of 50mm. Ventilation pipe & Mosquito proof mesh, should be followed as per IS:2470, Part I. Payment will be made separately on the basis of actual height based on relevant I.S.Code. For 20 users With Pakur variety. (JSW/JSPL/SHYAM/SRMB/B ASL/ELECTROSTEEL/SSL)	1	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
147	Construction of circular soak well 2.5 metre deep in all types of sandy soils with dry brick work upto 1.6 metre from the bottom having 150 mm intermediate cement brick work (1:4) band all round and cement brick work (1:4) upto 0.90 metre from top with 20mm thick cement plastering (1:4) to inside face upto the depth of cement brick work, 15mm thick cement plaster (1:4) on outer face from top of the well upto G.L. and 6 mm thick cement plaster (1:4) on top of the R.C.C. cover slab including filling bottom 1.00 metre of inside of the well with brick metal (50 mm to 63 mm size) including R.C.C. cover slab of 100 mm thick with cement conc (1:1.5:3) with stone chips with necessary reinforcement and shuttering including one 560 mm dia. R.C.C. manhole cover (heavy type)of approved make supplied, fitted and fixed in the cover slab with necessary fittings, making necessary arrangements for pipe connections, excavation of well including shoring, dewatering and removing the excess earth from the premises as per direction complete in all respect with all costs of labour and materials. With 250 mm thick dry brick work and 250 mm thick cement brick work (6:1) and 1.00m inside dia. For- (JSW/JSPL/SHYAM/SRMB/BMASL/ELECTROSTEEL/SSL	2	Each			
148	Supplying, fitting & fixing Aluminium domical grating. 100 mm	4	Each			
149	Supplying, fitting and fixing pillar cock of approved make. a) (i) CP Pillar Cock - 15 mm. (Equivalent to Code No. 507 & Model - Tropical / Sumthing Special of ESSCO or Neo/Smile brand of Johnson or similar brand).	5	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
II. Electrical Work (Building, Gate Operation and Barrage Illumination System)						
149	Supplying & fixing 415V, TPN SFU with sheet steel enclosure on Flat Iron/ Angle iron frame on wall with nuts bolts etc incl. S & F 3 nos. DIN type HRC fuse as per rating.					
I.	160A, L&T, Angle iron frame	1	No.			
II.	100A, L&T, Angle iron frame	2	Nos.			
III.	125A L&T, Angle iron frame	2	Nos.			
IV.	63 A L&T, Angle iron frame	1	No.			
V.	32A L&T, Angle iron frame	1	No.			
150	Supplying and fixing double door Vertical TPN MCB Distribution board for MCCB incomer with IP-42/43 protection, on angle iron frame on wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link & provision for earthing attachment i) Legrand upto 160A, 4 way Enclosure (607913)	2	Nos.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
151	Supplying and fixing double-door SPN MCB Distribution Board with IP-42/43 protection , concealed in wall after cutting the wall & mending good the damages to original finish incl. Inter connection with suitable size of copper wire and neutral link & provision for earthing attachment. i) Legrand, 2+8 way Enclosure (607711) <i>(Including Building & Barrage Electrical works)</i>	8	Nos.			
152	Supplying and fixing 415 V Four Pole MCCB of Breaking capacity 25kA/35kA with fixed thermal and fixed magnetic / adjustable thermal and fixed magnetic setting in existing DBs / enclosure and necessary connection i) Legrand 4Pole 63A	2	Nos.			
153	Supplying and fixing 240/415 V MCB Isolator on din rail of existing DBs and necessary connection. i) Legrand 40A DP <i>(Including Building & Barrage Electrical works)</i>	8	Nos.			
154	Supplying and fixing 240/415 V MCB of Breaking capacity 10kA& C characteristics on din rail of existing DBs and necessary connection					
	i. Legrand 6-32A SP <i>(Including Building & Barrage Electrical works)</i>	64	Nos.			
	ii. Legrand 40A SP <i>(Building Electrical works)</i>	24	Nos.			
	iii. Legrand 40A DP <i>(Building Electrical works)</i>	1	No.			
	iv. Legrand 63A TP <i>(Barrage Electrical works)</i>	3	Nos.			
	v. Legrand 40A FP <i>(Barrage Electrical works)</i>	1	No.			
	vi. L & T, 6-32 A TP, <i>(Barrage Electrical works)</i>	10	Nos.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
155	Supplying and fixing MCB SS enclosure with IP-20/30 protection , powder coated provision for two/four pole MCB, concealed in wall after cutting the wall & mending good the damages to original finish incl. painting, connection & provision for earthing attachment					
	i) 2 Way (<i>Building Electrical works</i>)	1	No.			
	ii) 4 Way (<i>Barrage Electrical works</i>)	1	No.			
156	Supplying and Drawing 1.1 KV single core stranded 'FR' PVC insulated & unsheathed single core stranded copper wire (Brand approved by EIC) of the following sizes in the prelaidd polythene pipe and by the prelaidd GI fish wire and making necy. connection as required. i) 2x84/0.3 (6 sqmm) + 1x56/0.3 (4 sqmm) as ECC	60.00	RM.			
157	Supplying of following XLPE insulated aluminum conductor armored cables of 1.1KV grade as per is 7098 (Part 1) 1988 with up to date amendments .(Make KEI/POLYCAB/Gloster Cable Ltd.)					
	i) 4 Core 70 sqmm	15.00	Mtr.			
	ii) 4 Core 25 sqmm	40.00	Mtr.			
	iii) 4 core 10 sqmm	170.00	Mtr.			
	iv) 4 core 35 sqmm	230.00	Mtr.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
158	Laying of cable as below, after cutting floor/pavement/wall/ and making holes incl., embedding the cable at an average depth as below and mending good the damages to original finish incl. removing the rubbish.					
	i) From 2.5 sqmm to 35 sqmm at an average depth of 75 mm in floor/pavement/wall etc.	40.00	RM			
	ii) Above 35 sqmm to 95 sqmm at an average depth of 100 mm in floor/pavement/wall etc.	15.00	RM			
159	Supplying and fixing compression type gland complete with brass gland, brass ring & rubber ring for dust & moisture-proof entry of XLPE/PVC armoured cables as below					
	i) 4 Core upto 70 sqmm(<i>Building Electrical works</i>)	4	Each			
	ii) 4 Core upto 25 sqmm(<i>Building Electrical works</i>)	8	Each			
	iii) 4 core upto 35 sqmm(<i>Barrage Electrical works</i>)	8	Each			
	iv) 4 Core upto 10 sqmm(<i>Barrage Electrical works</i>)	4	Each			
	v) 4 Core upto 16 sqmm(<i>Barrage Electrical works</i>)	20	Each			
160	Finishing the end of following XLPE/PVC armored cables by crimping method incl. supplying and fixing solderless socket (Dowels make), tapes, anticorrosive paste & jointing materials					
	i. 3.5 Core 70 sqmm cable	4	Set			
	ii. 4 Core 25 sqmm cable	8	Set			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	iii. 3.5 core 35 sqmm cable	8	Set			
	iv. 4 Core 10 sqmm cable	4	Set			
	v. 4 Core 16 sqmm cable	20	Set			
161	Supplying & fixing sheet metal (16 SWG) Iron Clad Busbar chambers on angle iron frame on wall, incl. earthing attachment and painting as required - (As per Drawing no. 470 of PWD specification book-May 1991) (4 Bars, 415V, 200A, Dimension of Al. bars 85mm long 4x50x5mm, Dimension of Sheet Metal Box 500x150mm) <i>(Including Building & Barrage Electrical works)</i>	4	Rate/Mt. of complete chamber			
162	Supplying and fixing polythene pipe complete with fittings as necy. under ceiling/beam, bound with 22 SWG GI binding wire incl. supplying and drawing 1x18 SWG GI Wire as fish wire inside the pipes and fittings and providing 50 mm dia disc of MS sheet (20 SWG) having colour paint at one face fastened at the load point end of the polythene pipe with fish wire (synchronizing with roof/beam casting work of building construction) i) 25mm dia 3mm thick Polythene Pipe	60.00	R.M.			
163	Distribution wiring in 1.1 KV single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) in 20mm size PVC rigid conduit 'FR' (Precision make) incl. necy. fittings as required i) 2 x 84/0.3 (6 sqmm) + 1 x 56/0.3 (4 sqmm) ECC	120.00	R.M.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
164	Wiring in 1.1 KV grade single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) of following sizes in 25mm PVC casing-capping (Precision make) incl. necy. PVC clips, fittings etc.					
	i) 2 x 36/0.3 (2.5 sqmm) + 1 x 22/0.3 (1.5 sqmm) <i>(Including Building & Barrage Electrical works)</i>	820.00	R.M.			
	ii) 2 x 56/0.3 (4 sqmm) + 1 x 36/0.3 (2.5 sqmm) <i>(Building Electrical works)</i>	75.00	R.M.			
	iii) 2 x 22/0.3 (1.5 sqmm) + 1 x 22/0.3 (1.5 sqmm) <i>(Building Electrical works)</i>	160.00	R.M.			
165	Supplying & Fixing GI waterproof type looping cable box size 200x150x100 mm deep having 4 mm thick comprising of one 250 V 15 A kit-kat fuse unit, one NL on porcelain insulator, one compression type brass cable gland for upto 2- core 16 sqmm PVC/A cable and having lined with rubber gasketed GI top cover with brass machine screws etc., earthing terminal with lug, on steel tubular pole near base, including S&F 40x6 mm thick, MS clamps with bolts, nuts etc. including painting with anticorrosive paint	6	Set			
166	Supply and fixing of smart bright essential street light (70 Watt) complete with all accessories to be fixed / projected from the wall of the building or on pole incl. making holes/ providing clamping arrangement & necy. GI reducer as sqmm PVC insulated single core stranded annealed copper wire and making connections as required and mending good damages to wall incl. painting etc. Make : Crompton, 72 Watt	6	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
167	Distribution wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) in suitable size PVC casing-capping (Precision make) with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire for ECC, incl. necy. fittings etc. to light/fan/call bell point with Modular type switch (Brand approved by EIC) fixed on Modular GI / PVC switch board with top cover plate on wall incl. mending good damages to original finish. [PVC casing capping and Switch board both on surface]					
	(i) Average run 5 mtr	34	Point			
	(ii) Average run 8 mtr	34	Point			
168	Distribution Wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) in suitable size PVC casing-capping (Precision make) with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire for ECC, incl. necy. fittings etc. with S & F 6A 5 pin Modular type plug socket and switch (Brand approved by EIC) fixed on 4 Module GI / PVC switch board with 3/4 Module top cover plate on wall incl. necy. connection making earthing attachment, painting and mending good damages to building works [PVC casing-capping and plug box both on surface] i) On Board	14	Point			
169	Supplying & Fixing GI Modular Switch Board of the following sizes complete with three no. suitable size Copper bar with holes (for Ph, N & E) fixed on bakelite/Hard Rubber insulator over the MS welded chairs incl. top cover flushed in wall for housing the					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	board after cutting the brick wall incl. making earthing attachment, painting and mending good damages to building works.					
	(i) 6 Module	18	Set			
	(ii) 12 Module	10	Set			
170	Supplying & Fixing GI Modular Switch Board of the following sizes complete with top cover plate flushed in wall for housing the board after cutting the brick wall incl. making earthing attachment, painting and mending good damages to building works i) 2 Module	17	Set			
171	Supply & Fixing 240V 6A Modular type switch (Brand approved by EIC) on existing GI Modular type switch board having top cover plate and making necessary connections as required	38	Each			
172	Supply & Fixing 240V 16A Piano key type switch (Brand approved by EIC) on GI Modular type switch board having top cover plate and making necessary connections as required	38	Each			
173	Supply & Fixing 240V, 6A, 5 pin Modular type plug socket (Brand approved by EIC), without switch & plug top, on existing GI Modular type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.,	52	Each			
174	Supply & Fixing 240V, 16A, 3 pin Modular type plug socket (Brand approved by EIC), without plug top and switch, on existing GI Modular type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	38	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
175	Supply & Fixing 240V, 25A, 3 pin Modular type plug socket (Brand approved by EIC), without plug top and switch, on existing GI Modular type switch board with top cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc.	3	Each			
176	Supply & Fixing 240V, Modular Socket (2 Module) type fan regulator (Step type) (Brand approved by EIC) on existing Modular GI switch board with top cover plate incl. making necy. connections etc.	14	Each			
177	Supply & Fixing 240V, 25A, Modular type starter (Brand approved by EIC) with 25A Modular switch type DP MCB (CCurve) and 4 Module GI Modular type switch board with 4 Module top cover plate flushed in wall incl. S&F switch board and cover plate and making necy. connections with PVC Cu wire and earth continuity wire etc. <i>(Including Building & Barrage Electrical works)</i>	5	Each			
178	Supply & Fixing 240V, 25A, 3 pin Modular type plug top with indicator (Brand approved by EIC) & necy. Connections.	3	Each			
179	Supply and Installation of Split type room air conditioning machine of following tonnage capacity 3 star rating fitted with rotary compressor and cooling capacity min. 6000 k cal/Hr., minimum discharge air flow 800cum mtr, 800EER (W/W) 2.7-2.89. (Rates are inclusive of extra refrigerant pipe drain pipe connecting cable) up to the satisfaction of the EIC.					
	i. 1.5 Ton (Make : Hitachi) 3 star non-inverter type	3	Each			
	ii. 1.0 Ton (Make : Hitachi) 3 star non-inverter type	2	Each			
180	Supply TMC501 Conventional industrial batten Philips LED tube , model no: TMC501P 1xT-LED 22W P3241 with 1no Mas LEDtube 1200mm 18W865 T8 I – 2100lm including necessary connection.	8	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
181	Supply TMC501 Conventional industrial batten Philips LED tube , model no: TMC501P 2xT-LED 22W P3242 with 2nos Mas LEDtube 1200mm 18W865 T8 I – 2100lm including necessary connection.	16	Each			
182	Fixing only single/twin florescent light fitting complete with all accessories Directly on wall/ceiling with HW block and suitable size MS fastener, Ceiling plate, nipples etc. as required	24	Each			
183	Supplying & Fixing bulk head light fitting (Havells make) with die cast aluminium housing & frosted glass on wall/ceiling incl. S&F 8watt CFL / 100 watts GLS lamp complete set.	1	Set			
184	Supplying of approved make high speed ceiling fan (ISI marked) of following sizes having double ball bearing complete with standard down rod, canopy, hanging shackle, Aluminium blades, without regulator, A.C. 230-250 volts 1200 mm sweep	20	Each			
185	Supplying of approved make wall fan oscillating type with base, blades, guard, speed regulator etc. AC 230- 250 volts. 400mm sweep	10	Each			
186	Supplying of approved make exhaust fan heavy duty with mounting frame, blades AC 230-250. 225mm sweep RPM 900 / 1400 (9")	4	Each			
187	Fixing only ceiling fan complete with blades, canopy, fork, rubber bush etc. incl. S&F connecting wire for down rod upto 30 cm incl. painting the rod with approved paint and making necessary connection as required by 2x1.5 sqmm flexible copper wire.	14	Each			
188	Fixing only exhaust fan after making hole in wall and making good damages and smooth cement finish etc. as practicable as possible and providing necy. length of PVC insulated wire and making connection for exhaust of following diameter: 23 cm (9")	4	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
189	Excavation of soil for installation of Earth Electrode and filling & ramming. For Morrur Soil <i>(Including Building & Barrage Electrical works)</i>	19.28	M ³			
190	Earthing with 50 mm dia GI pipe 3.64 mm thick x 3.04 Mts. long and 1 x 4 SWG GI (Hot Dip) wire (4 Mts. long), 13 mm dia x 80 mm long GI bolts, double nuts, double washers incl. S & F 15 mm dia GI pipe protection (1 Mts. long) to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 Mts. below the ground level as below: By ISI-Medium GI pipe <i>(Including Building & Barrage Electrical works)</i>	11	Set			
191	Extra for treatment of soil by using salt & charcoal or coke for plate electrode	2	Item			
192	Supplying & fixing earth busbar of galvanized (Hot Dip) MS flat 25 mm x 6 mm on wall having clearance of 6 mm from wall including providing drilled holes on the busbar complete with GI bolts, nuts, washers, spacing insulators etc. as required. <i>(Including Building & Barrage Electrical works)</i>	18.00	Mtr.			
193	Extra for providing masonry enclosure on the top of the earth electrode of overall size 86.36 cm x 86.36 cm x 46 cm deep (below Ground level) complete with cemented brick work(1:6) of 25 cm width duly plastered with cement mortar (inside) CI hinged inspection cover of size 36.56 cm x 35.56 cm with locking arrangement, GI reducer including drilling of 46 nos. 12 mm dia holes on the GI pipe	2	Item			
194	Connecting the equipments to earth busbar including S & F GI (Hot Dip) wire of size as below on wall/floor with staples buried inside wall/floor as required and making connection to equipments with bolts, nuts, washers, cable lugs etc. as required and mending good damages.	60.00	Mtr.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	i) No 4 SWG Solid GI Wire					
195	Supply and fixing of philips Smartbrite Xtra 2ft run length LED Batten Tube light, 12 watt incl Fixing only fluorescent light fitting suspended 25 cm bellow the ceiling with 2 No. 20 mm dia EI conduit (14 SWG) supports incl. S&F EI conduit, ball socket/socket type ceiling plate and connecting the length of PVC insulated wire and painting etc. as required by 2x24/0.20 mm (1.5sqmm) flexible copper wire of 1.10 mt. length	5	Each			
196	Supply, delivery, testing & commissioning of 24V UPS system and battery for backup for light fitting, Fans, power points etc at Annex building including trolley as per direction of EIC EXIDE INVERTERZ STAR (STAR24V2550)-1 no. EXIDE INVAMASTER(IMTT1500) battery 12V,150AH-2 nos.	1	Job			
197	Supply of moving iron type analog AC ammeter (accuracy class 1.5), model-SMI-96 of following range.					
	0 to 200A AE /L & T make <i>(Building Electrical works)</i>	1	Each			
	0 to 100A AE/L & T make <i>(Barrage Electrical works)</i>	3	Each			
198	Supply of ammeter selector switch Current in Each phase with OFF, 4 Pos. 90° angle of throw (OFF-R-Y-B) AE /L & T make. <i>(Including Building & Barrage Electrical works)</i>	6	Each			
199	Supply of 0 to 600V range moving iron type analog AC voltmeter (accuracy class 1.5) , model-SMI-96, AE /L & T make. <i>(Including Building & Barrage Electrical works)</i>	4	Each			
200	Supply of voltmeter selector switch Votage between phases with OFF, 4 Pos. 90° angle of throw (OFF-RY-YB-BR), AE /L & T make.	6	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	<i>(Including Building & Barrage Electrical works)</i>					
201	Supply of 22.5 mm dia LED indicating lamps, AE /L & T make. <i>(Including Building & Barrage Electrical works)</i>	12	Each			
202	Supply of indoor tape insulated ring type low tension current transformer of following rating.					
	i. 250/5A 15VA,CI 1.0AE/L & T make. <i>(Building Electrical works)</i>	3	Each			
	ii. 100/5A 15VA,CI 1.0 AE/L & T make. <i>(Barrage Electrical works)</i>	9	Each			
203	Supplying and fixing Sheet steel Main Switches on flat iron frame on wall. 240V DP with fuse on L&N. 30/32 A Standard	1	No.			
204	Supplying and fixing 415V, TPN on load front operated Changeover switch with Sheet Steel enclosure on angle iron frame on wall with nuts bolts etc. 160A , 415V FP, L & T make.	1	No.			
205	Supply of 2.5 sqmm.'FR' stranded copper wire	180	Mtr			
206	Fixing only Voltmeter/Ammeter/Energy meter etc with screws & other fixing materials incl. making necessary holes and connections.	30	Each			
207	Connecting the equipments body to earth busbar including S &F 25 mm x 6 mm galvanised (Hot Dip) MS flat on wall/floor with GI saddles as required and connection to equipments incl.drilling holes, with bolts, nuts, washers etc.	370	Mtr.			
208	Distribution wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire(Brand approved by EIC) in suitable size PVC casing-	35	Point			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	capping(Precision make) with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire for ECC, incl. necy. PVC clips, fittings etc. to light/fan/call bell point with piano key type switch (Anchor make) fixed on sheet steel fabricated switch board with Perspex/bakelite top cover on wall incl. necy. connections and making earthing attachment and mending good damages to building works [PVC casing-capping on surface and Switch boardconcealed] Average run 6 mtr					
209	Distribution Wiring in 1.1 KV grade 2x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire (Brand approved by EIC) in suitable size PVC casing-capping (Precision make) with 1x22/0.3 (1.5 sqmm) single core stranded 'FR' PVC insulated & unsheathed copper wire for ECC, incl. necy. PVC clips, fittings etc. to 5A 3 pin flush type plug socket with piano key type switch (Anchor make) fixed on sheet steel fabricated CRC MS switch board with bakelite/perspex (wall matching color) top cover of 3 mm thick flushed in wall by housing the board after cutting brick wall incl. necy. connection making earthing attachment, painting and mending good damages to building works [PVC casing-capping and plug box both on surface] On board	12	Point			
210	Supply & Fixing 240 V, 20A, plug socket with separate 20 A Piano key type switch (Brand approved by EIC) on sheet metal switch board embedded in wall incl. S & F 150x100x65mm MS (16SWG) switch board and bakelite/perspex top cover of 3mm thick by Brass screws after making housing for switch by cutting bakelite/perspex cover and making necessary connections as required	2	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
211	Supply & Fixing 240 V, 3 nos. 6A, & 1 no. 20A plug socket with separate 3nos. 6A & 1no. 20A Piano key type switch, indicator & 20A switch type SP MCB (Brand approved by EIC) on sheet metal switch board embedded in wall incl. S&F 240 x 200 x 65mm MS (16SWG) switch board and bakelite/perspex top cover of 3mm thick by Brass screws after making housing for switch by cutting bakelite/ perspex cover and making necessary connections as required.	1	Each			
212	Supplying of different types of LED lamps (9W), Crompton make , LED 9W - B22 - CDL.	11	Each			
213	Supply TMC501 Conventional industrial batten Philips LEDtube , model no: TMC 501 P lxT-LED 22 W P3241.	15	Each			
214	Supply Philips LED tube , model no : Mas LEDtube 1200mm 18W865 T8 I - 2100lm,	15	Each			
215	Fixing only Lamp	26	Each			
216	Supply & Fixing Socket type fan regulator (Step type) (Brand approved by EIC) on existing sheet metal switch board with bakelite/perspex top cover by screw after making housing for regulator knob by cutting bakelite/ perspex top cover incl. making necy. connections etc.	6	Each			
217	Supply and fitting, fixing on wall with GI bracket of fire extinguisher 6 kg ABC powder type (stored pressure), (make ECO FIRE) as per direction of EIC.	3	Each			
218	Earth work in filling in compound , tank, low land, ditches etc. with good earth, in layers not exceeding 150 mm. including breaking clods and consolidating the same by ramming and dressing complete. (Payment will be made on profile measurement before and after the work) With earth obtained by	0.0534	% Cum			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	fresh excavation upto 1800 mm. depth (including the cost of excavation from land arranged by the Deptt. Within a lead of 100 m.)					
219	Acrylic Distemper to interior wall , ceiling with a coat of solvent based interior grade acrylic primer (as per manufacturer's specification) including cleaning and smoothening of surface. Two Coats	9.15	Sq.M.			
220	SITC of Kirloskar Green Silent 30 KVA, 415 v, 50 Hz, 0.8 Pf(lag), Liquid cooled 3 phase canopy Genset Model KG1-25WS with CPCB – II Engine along with standard AMF control panel, engine model 3R1040TG1, 1500 RPM with transportation , loading unloading etc as required.	1.00	No			
221	Supply & Fixing of Refrigerant type copper pipe with insulation, water pipe & required copper cable etc.	20	Mtr			
222	Supply & fitting fixing of V- Guard VND 400 Voltage Stabilizer for 1.5 Ton AC (150V-290V) with suitable arrangements as require.	2	Nos			
223	Supply, fixing, testing & commissioning of double outdoor type 1400 x 1350 x800mm size cubical design main distribution control panel board on wall/floor mounted LT panel primer coated with powder coated paint &provided with required gasket for dust/vermin proof with degree of protection IP42 suitable for 415Volt 3phase, 50 Hz, 4 wire system fabricated out of CRCA sheet up to 2 mm thick (1.6mm for doors) duly compartmentalized for incomer, bus section, outgoing, cable alleys & CT, PT Ampere , Volt , selector switches, frequency , phase indicating lamp, Energy complete including cost of bushbar supports, detachable cable gland plates,2 earthing terminals, internal wiring &fixing of separately supplied MCBs, MCCBs, ACB, panel mounted changeover switch/SFUs, etc. as required but excluding cost of busbar strips, Ampere , Volt ,	162.83	Kg			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	selector switch as per approved design & specification,					
224	Laying of cable from 3/3½ core 35 sqmm to 50 sqmm on wall/surface incl. S & F MS saddles with earthing attachment in 2x 10 SWG GI (Hot Dip) Wire, making holes etc. as necy., mending good damages and painting	15	RM			
225	Laying of One no. cable up to 35 sq.mm. in underground trench 460 mm wide x 760 mm average depth, with brick protection on the top of the cable with 8 (eight) Nos. bricks per metre, including filling the space between the brick & cable and also the trench with shifted soil, leveling up and restoring surface duly rammed	385	R.M.			
226	Supplying & fixing medium gauge GI Pipe (ISI-Medium) Protection with necessary fittings and jointing materials as required, 50 mm dia.	50	Mtr.			
227	Supply of 4 core 16 sqmm.,1.1 KV grade as per IS 7098 (part I) 1988, XLPE insulated unarmored aluminum cable (Make: KEI/POLYCAB/Gloster Cable Ltd)	460	Mtr.			
228	Laying of cable upto 3/4 core 25 sqmm on wall/surface incl. S & F MS saddles with earthing attachment in 10 SWG GI (Hot Dip) Wire, making holes etc. as necy. mending good damages and painting,	410	Rm			
229	Laying only Cable upto 50sq.mm. through existing RCC/Hume / GI Pipe/open masonry trench for single, 2, 3, 3½ & 4 core	50	Rm			
230	Supply of LED street light BLAZE 90 W LED, 20kva SPD, Lumen efficiency 120lm/w, make magic/Suriya.	50	Each			
231	Supplying and Fixing GI water proof looping cable box having hinged GI Top Cover having 4 mm thick with rubber	20	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	gasket lining, railway type mechanical locking arrangement, earthing terminal with lug etc. of the following sizes as indicated below, Comprising of one 250 V, 15 A Kit-Kat fuse unit, one NL on porcelain insulator etc. and housing the same in pole muffing incl. addition and alteration to the existing CC muffing (6:3:1) after dismantling the damaged looping cable box etc. where necy. incl. painting , 250 x 250 x 100mm.					
232	Fixing outdoor type fluorescent/SV/MV light fitting on pole including S&F 40 mm dia x 1.68 mts. long GI Pipe (ISI-Medium) bracket with 40 mmx10 mm thick, MS clamp etc. and providing wiring with 2x1/1.40 PVC insulated and sheathed wire (single core) from loop box at the base of pole to light fitting through pole & bracket (without control switch) including making connections & painting.	50	Set			
233	Painting of Steel Tubular Pole of lengths and no. of coats of paint, as given below with ready mixed paint/primer of approved make, and brand incl. preparation of surface by sand paper/emery paper, cleaning etc. for receiving fresh coat of paint, a) Upto 9.0 mtr. long pole					
I.	(i) One coat of red lead/Zinc chromate priming	25	Per Pole			
II.	(ii) 1st coat of synthetic enamel paint over the primer	25	Per Pole			
III.	(iii) 2nd coat of synthetic enamel paint over the 1st coat	25	Per Pole			
III. Surveillance and Monitoring System.						
	CCTV Surveillance system					
234	PTZ Camera 2MP 100 to 120 Mtr iR (Make: Honeywell/Hikvision/Samsung)	4	Nos			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
235	Fixed Bullet Camera 4 mp 50 to 60 Mtr iR (Make: Honeywell/Hikvision/ Samsung)	18	Nos			
236	Sony/LG 43"/Hikvision LED-Ultrafine Smart Monitor UHD 4K IPS Panel monitor.	1	Nos			
	STORAGE					
237	Surveillance HDD 8 TB (Make: Seagate /WD/Toshiba/Hikvision)	1	Nos			
238	20/24 Channel NVR - 1 SATA (Make: Honeywell/Hikvision/Samsung)	1	Nos			
	NETWORK ITEM					
239	TP-Link 16 Port POE Switch and 2 SFP	1	Nos			
240	TP-Link 8 Port POE Switch and 2 SFP	5	Nos			
241	TP-Link/D'link/Cisco 1G SFP Module	12	Nos			
242	Schneider/D'link/D-ink RJ45 CONNECTOR	1	box			
	CABLE					
243	Digisol OFC Single Mode 6 Core	2000	Mtr.			
244	Polcab 3 Core 1.5 SQ. MM Cu Armoued Power Cable	2000	Mtr			
245	Schneider/D'link/Digisol Cat6 UTP Cable 305 Mtr.	1	Roll			
	ONLINE UPS					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
246	1KVA Online UPS for Control Room with 1 Hour Backup APC Make KC 1000 VA with battery (inbuild)	1	Nos			
	ACCESSORIES					
247	Rack 9U Wallmount 600 x 600 Full Loaded at Control Room (Make: Netrack/VAL/Schneider)	1	Nos			
248	Outdoor 4U Rack Pole Mount Full Loaded - (Make: Netrack/VAL/Schneider)	5	Nos			
249	Digisol/D'link/Schneider Rackmount LIU 12 Port Full Loaded	1	Nos			
250	Digisol/D'link/Schneider LIU full Loaded for Outdoor Pole (6 port)	5	Nos			
251	ISI PVC Pipe 25mm with others accessories	2000	Mtr			
252	HDPE Pipe 32mm with others accessories	2000	Mtr			
253	Junction Box with 16A DP MCB	2	Nos			
254	16A Power Socket for Outdoor Junction Box	5	Nos			
255	Fixing of Camera with Pole Mount Bracket	16	Nos			
	WORKSTATION					
256	Desktop spec: ci7@14gen, 16gb DDR5 ram, 1 TB NVMe SSD, 22" LED, Keyboard, Mouse, Windows 11 professional,SMPS(gigabit)	1	Nos			
	INSTALLATION					
257	Underground Digging through Soft Soil Cable Laying Charges	1400	Mtr			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
258	Underground Digging through Hard Soil Cable Laying Charges	400	Mtr			
259	Splicing Charges	220	Nos			
260	Cat6 UTP, OFC & Power Cable Laying Charges	5600	Mtr			
261	OPERATION & MAINTENANCE					
i.	One Time SITC and 1st Year operation of the CCTV Surveillance system installed at Tarafeni Barrage Area including providing the broad band internet facilities for remote access.Operation through skilled Engineering manpower. (01 no / day for 365 days).	1	Per Year			
ii.	Annual operation & maintenance for 2nd, 3rd, 4th & 5th year by providing a trained engineer, and Comprehensive warranty for CCTV Surveillance system along with accessories, installed at Tarafeni Barrage Area. This includes replacement of materials & consumables including the broad band internet facilities for remote access.O & M through skilled Engineering manpower. (01 no / day for 365 days).	4	Per Year			
IV. Mechanical Components of Gates						
262	Material supplying, Manufacturing, and erection (with employing hydra crane or otherwise) of steel structure that includes trestle bridge, cage frame of operation gallery, canopy, pedestal, structural frame etc. made of different rolled MS section(angle, channel, beam, plate of required size) confirms to IS 2062:2011, IS808:1989 by cutting/sizing (no gas cutting allowed, only machine cutting allowed) as per	23019.08	KG			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	required length obtainable from full scale drawing, straightening, drilling, bolting, welding, grinding, finishing complete as per approved drawing and direction of Engineer-in charge. Cost includes, designing and drawing, supply of material, manufacturing at mechanical workshop, carriage(including local handling at site), erection at site including assembling and in situ fabrication work and all overhead cost					
263	Fabrication , Supply, erection and commissioning of new fixed wheel type vertical lift Head regulator service gate/Emergency gate of Dams and Barrages as per IS: 4622 - 2003/Latest Revision consisting of skin plate, vertical and horizontal girder, stiffener etc. made of MS material consisting of angle , channel, beam, plate, flat, etc. conforming to IS : 2062 -2011/latest revision manufactured as per approved drawing and direction including cost of Materials, Machineries , Manpower, Cutting, Aligning, drilling, Welding, Finishing, Consumables, Carriages and all overheads with all leads and lifts complete as per specification (without painting).	5309.08	KG			
264	Fabrication, Supply, erection and commissioning of new Radial Head Regulator service gate of Dams and Barrages as per IS: 4623 - 2000/Latest Revision consisting of skin plate, vertical, horizontal girder, radial arm and stiffener, triennium assemblies etc. made of MS material consisting of angle , channel, beam, plate, flat, etc. conforming to IS : 2062 -2011/latest revision manufactured as per approved drawing and direction including cost of Materials, Machineries , Manpower, Cutting, Bending, Aligning, drilling, Welding, Finishing, Consumables, Carriages and all overheads with all leads and lifts complete as per specification (without painting).	8259.28	KG			
265	Cost for dismantling old unserviceable roller path/Guide Channel/seal path etc of gate shutter of River/Canal from existing civil structure for replacement as directed by the	118	RM			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	Engineer-in-charge. The cost includes cost of man power employed for dismantling. Payment will be made as per actual length of roller path / rubber seal path.					
266	Fabrication, Supply, erection and commissioning of embedded parts consisting of seal beam, slide track / roller track, side seal seats, top seal seats and guide path with all accessories for Head regulator radial service gate of dams and barrages made of MS material consisting of angle , channel, beam, plate, flat, etc. conforming to IS : 2062-2011/latest revision manufactured as per approved drawing and direction including cost of Materials, Machineries, Manpower, Cutting, Aligning, Anchoring, Welding, Finishing, Consumables, Carriage and all overheads with all leads and lifts complete as per specification (without painting). Remarks: Cost for civil works to be taken from PWD (R) directorate separately.					
I.	Insert plate welded with J hook	1655.44	KG			
II.	Seal beam	2200.70	KG			
III.	Roller Track/ Side seal seat/ Yoke Grider/top seal seat	2112.51	KG			
267	Supply, installation, testing and commissioning of following items for hoisting system and gear box as mentioned below as per direction including cost of Materials, Machineries, Manpower, Cutting, Machining, aligning, anchoring, Welding, Finishing, Consumables, Carriage and all overheads with all leads and lifts complete as per specification (without painting).					
I.	Guide Roller/Load Roller (C.S).	302.76	KG			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
II.	Worm Reducer (Under driven/Over driven) , Centre Distance 8". (Make- New Allenberry Works , SUMA 7 Series Worm gear reducer , ratio = 50:1/70:1 Size=8" at 750 RPM, out- put shaft extended up to=250 mm and input shaft extended up-to 80mm with key way cutting.)	8	Each			
III.	Base frame (MS) , (MS pedestal for fitting fixing of hoisting arrangement of size 590mmx350mm fabricated by ISMC 100 through cutting , straightening, welding, drilling cost of material as per drawing to complete the job as per direction of E.I.C).	183.55	KG			
IV.	Rope Drum FG 200.(iron(FG200) rope-drum having P.C.D=202 mm, overall length =170 mm, ID=61 mm and flange 20 mm thick each side, thickness of drum under rope = 50 mm,keyway cutting at both end of the ropedrum, two nos keyway at each end having depth of keyway groove=10 mm each complete as per direction of E.I.C.)	360.00	KG			
V.	Plumber Block/Pillow Block/Bearing Housing (FG 400). (effective ID between 66-75 mm (excluding - 6mm thick gun metal bush fitted inside of Plummer block) of complete in all respect as per direction of E.I.C.)	32.00	KG			
VI.	Bush (GM) (Size OD=110mm ID=100/105mm, 10/5 thick, Length=210mm.)	150.50	KG			
VII.	M.S Manual Operating handles. (Operating handle as per drawing. Effective crank radius=350 mm including painting.)	10.5	KG			
VIII.	Turnbuckle (MS) as per sample specification: i) hook dia=6" ii) hook rod dia=1.5" iii) screw length=3.75", 6TPI & V thread body iv) outer dia=2.625" & Total length=6.5"+ 1.5"	650.00	KG			
268	Poul Ratchet Locking Arrangement [Tarafeni Barrage (Tail Gate)]	8	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
269	Supply of Gear Oil as per direction of Engineer in charge. (H.P Gear Oil 140 grade in new Double reduction gear box to complete the job up to satisfaction of E.I.C.)	32	LTR			
270	Fitting fixing of Rope drum hoisting system completely of Dam/Barrage gate , consisting of geared motor/motor, gear box, manual operating system, chain & sprocket, Couplings, braking arrangement, power transmission shafts, spur gears, rope drum, rope, rope clamps, trunion etc part by part completely for trial run of gate as per direction of E.I.C. The cost includes cost of man power employed for fitting fixing of hoisting system, hire charges of tools & tackles, scaffolding and safety equipments etc including carriage loading & unloading, including cost of trial run but excluding supply of spares mentioned earlier. Width of Gate shutter size upto 12 metre	8	Each			
271	Supply & fitting fixing of round strand (steel core/fibre core) steel wire rope (ungalvanised, IWRC) of 6x36 construction of 1960 tensile designation as per IS-2266 (make: Usha Martin, Bharat Wire Ropes Ltd or BIS approved makes), rope clamp with Dishakle and fitting fixing of said material with correct alignment and position inclusive of all cost of labour, T&P, scaffolding charges & all other incidental charges as necessary to complete the job in all respect upto the satisfaction of E.I.C. 16 mm dia (steel core).	128.00	RM			
272	Dismantling of following items of Rope drum hoisting system for replacement by new one as mentioned below as per direction including cost of Materials, Machinaries, Manpower, T & P and all overheads with all leads and lifts complete as per specification					
I.	Plumber Block	8.00	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
II.	Rope Clamp	72.00	Each			
III.	Bush	8.00	Each			
IV.	Shaft	8.00	Each			
V.	Ratchet Poul Locking Arrangement	8.00	Each			
VI.	Rope	8.00	Each			
273	Controlled Cement concrete with well graded stone chips (20 mm nominal size) excluding shuttering and reinforcement with complete design of concrete as per IS : 456 and relevant special publications, submission of job mix formula after preliminary mix design after testing of concrete cubes as per direction of Engineer-in charge. Consumption of cement will not be less than 300 Kg of cement with Super plasticiser per cubic meter of controlled concrete but actual consumption will be determined on the basis of preliminary test and job mix founmula. In ground floor and foundation.[using concrete mixture] M25 grade With local hard blackstone variety chips (crusher broken)	6.703	M³			
274	Cost for supply & fitting fixing of shaft-of size (diameter) =40 mm, length = 500 mm made up by forged steel C-45, IS-1570, with two nos keyway cutting at required position having depth of keyway groove=5 mm. width-10mm as per drawing at site and up to satisfaction of E.I.C.	10	JOB			
275	Cost for supply & fitting fixing of shaft-of size (diameter) =50 mm, length = 500 mm made up by forged steel C-45, IS-	10	JOB			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	1570, with keyway and splined cutting at required position of the shaft, having depth of keyway splined groove=5 mm as per drawing at site and up to satisfaction of E.I.C.					
276	Cost for manufacturing, supply and fitting fixing of CI plumber block make with SKF- bearing no-3208 ETN9, ID=40mm to accommodate 40mm dia shaft Including oil seal.	30	JOB			
277	Cost for manufacturing, supply and fitting fixing of CI plumber block make with SKF- bearing no-3210 ETN9, ID=50mm to accommodate 50 mm dia shaft Including oil seal.	20	JOB			
278	Cost for supply & fitting fixing of C.S double strand IS. No. 10B series chain sprocket of size P.C.D-117mm. OD-125mm. ID-40mm. At site up to satisfaction of E.I.C.	10	JOB			
279	Cost for supply & fitting fixing of C.S double strand IS. No. 10B series chain sprocket of size P.C.D-157mm. OD-165mm. ID-40mm. At site up to satisfaction of E.I.C.	20	JOB			
280	Cost for supply & fitting fixing of C.S double strand IS. No. 10B series chain sprocket of size P.C.D-157mm. OD-165mm. ID-50mm. At site up to satisfaction of E.I.C.	10	JOB			
281	Cost for supply and fitting fixing of double strand IS. No. 10B series RENOLD make chain to be fitted in two pair of chain sprocket shaft to shaft distance about 0.75m and 1.2m and P.C.D of two pair of sprocket are 157mm & 157mm and 157mm & 117mm total 4.3m length including all necessary fixure to complete the job at site as per direction of E.I.C	104	Mtr.			
282	Panting of any steel/iron surface with no. of coat of paints as given below ready mixed paint/primer of approved make and brand incl. preparation of surface by sand paper/emery paper, cleaning etc for receiving fresh coat of paint. Painting of steel structure hoisting arrangement all M.S member M.S shaft & M.S joist etc. cost including material cost, manpower etc. to complete the job as per direction of E.I.C.					

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
I.	One coat of red lead / zinc chromate priming	6568.18	Sq.M			
II.	1st coat of aluminum paint over one coat of RO primer min	6568.18	Sq.M			
III.	2nd coat of aluminum paint over 1st coat	6568.18	Sq.M			
283	Taking out old existing unserviceable damaged gate shutter of Dam/Barrages completely after disengaging from hoisting system completely for installation of new gate shutter. The work includes cutting of gates into suitable pieces by gas cutting, removing the same by mechanical means or suitable crane, stacking all the pieces at the suitable place or as directed by the Engineer in charge upto a lead of 1000 m. The cost includes cost of man power employed for dismantling and cost of consumables like oxygen, accetylene gas, welding rod, hire charges of machineries, like chain pulley block, gas set, grinding machine, welding set, tools & tackles, scaffolding and safety equipments etc including carriage loading & unloading. The cost of complete dismantling of hoisting system & cost of old unservisable materials handed over to departmental godown including loading & unloading will be provied extra. Gate shuteer size upto 10 Sq.m	11	EACH			
284	Supply and fabrication of new stainless steel plate/flat (AISI - 304) of suitable size on seal beam / roller track/ slide track/ side seal seats/ top seal seat by welding (SS) as per direction of the Engineer-in-charge including cost of Materials, Machinaries , Manpower, Cutting, Aligning, Welding, Finishing, Consumables, Carriage and all overheads with all leads and lifts complete as per specification.	729.48	Kg.			
285	Supply and fitting fixing of TATA G.C. Sheet including with all necessary 'J' hook, nuts, washer etc. to complete the job at site up	10	JOB			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	to satisfaction of E.I.C.					
286	Supply of Iron G.I Compound Fencing Wire Mesh of size (4"X4"), 10 SWG.	166.10	Sq.M			
287	Surface cleaning of metal surfaces by chemical cleaners and then by hand with emery paper, wire brush and power tool cleaners and removing dust and preparation of surface including cost of all materials, labour, machinery, scaffolding, etc., complete with initial lead for sand upto 1 km and all lifts.	1973.42	Sq.M			
288	Painting of embedded parts , all types of gates, stoplogs and barscreen/gratings etc on prepared surfaces with one coat of inorganic zinc silicate primer (airless s p r a y preferred)70+/- 5 micron and two super coats with a total thickness of 300 microns (each 150+/- 5) of solventless coaltar epoxy paint each coat 150 microns (total 300 microns) including cost of all materials, labour, scaffolding etc., complete with all leads and all lifts.	1575.50	Sq.M			
289	Painting hoist structural components, trestle bridge ,crane, lifting beam, cat work bridge and other similar structure on prepared surfaces with two coats of zinc phosphate primer (airless spray preferred) 40 microns/coat and one coat 65+/-5 micron of alkyd based micaceous iron oxide paint followed by two coats of synthetic enamel paint 25microns/coat including cost of all materials, labour, scaffolding etc., complete with all leads and all lifts.	397.92	Sq.M			
290	Cost for dismantling different types rubber seal from gate shutter as per direction of E.I.C. The cost includes cost of man power employed for dismantling, hire charges of tools & tackles, scaffolding and safety equipments etc. including carriage loading & unloading. Gate shutter size above 20 sq.m upto 50 Sq.m	155.00	RM			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
291	Cost for supplying and fitting fixing of Flat rubber seal (Make : Universal Molders & Engineer/Popular Rubber Works (Pvt) Ltd/SAB Industries/Unique Polymer Works/equivalent approved make conforming to IS : 11855 -2011/Latest Revision) for different types of gate shutter as per direction of E.I.C. The cost includes cost of man power employed for fitting fixing, cost of rubber seal, hire charges of tools & tackles, scaffolding and safety equipments etc including carriage loading & unloading but excluding supply of ms clamp/ flat plate, bolts, nuts and washer.					
I.	65mm x 12 mm.	28.00	RM			
II.	65mm x 8 mm.	40.00	RM			
III.	100 x 12 mm.	65.00	RM			
292	Cost for supply & fitting fixing of neoprene rubber seal as per specification IS -11855-1986.MS flat of size 50 mm x 10 mm,G.I. C.S Nuts & bolts with washer of size dia.=1/2", L=2.5". Araldite for rubber seal corner joint as required for all 3no gates for Tarafeni head regulator gate .Size of rubber seal as given below;- The cost including all material cost, manpower cost, scaffolding hire charge etc. to complete the job at site as per direction of E.I.C.					
I.	Top rubber seal as per sample, solid bubble stem type	15	Mtr.			
II.	ii) Side rubber seal L type	12	Mtr.			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
III.	iii) Bottom rubber seal flat type	15	Mtr.			
293	Cost for supplying and fitting fixing of bulb/musical node/J-type rubber seal (Make : Universal Moulders & Engineer/Popular Rubber Works (Pvt) Ltd/SAB Industries/Unique Polymer Works/equivelant approved make conforming to IS : 11855 -2011/Latest Revision) for different types of gate as per direction of E.I.C. The cost includes cost of man power employed for fitting fixing, cost of rubber seal, hire charges of tools & tackles, scaffolding and safety equipments etc including carriage loading & unloading but excluding supply of ms clamp/ flat plate, bolts, nuts and washer. solid bulb : size-40Ø 175mm x12mm.	90.00	RM			
294	CHEQUERED PLATE 10mm thick Make: SAIL/TATA/JINDAL. Above 4mm thickness.	954.56	KG			
295	Cost for repairing of radial gate shutter of Dam / Barrage including dismantling the damaged portion at lower part (skin plate, horizontal/vertical girder/stiffener etc as per IS : 2062 - 2011 /latest revision) not more than 25% of gate height from bottom by gas cutting and fitting, fixing and fabricated by welding as per direction including cost of Materials, Machineries, Manpower, Cutting, Aligning, Anchoring, Welding, Finishing, Consumables, Carriage and all overheads with all leads and lifts complete as per specification (without painting).	5407.60	KG			
296	Oiling greasing of the load roller and guide roller assembly of the barrage/dam gate and head regulator gates of dam/barrages by cleaning, checking, greasing /lubricating etc including all charges of man & materials which include refilling of grease excluding supply of grease and fixing of damaged oil seals & missing nut & bolts, scaffolding charges etc to complete the job	40.00	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
	as per direction of EIC. (Mobil oil & Grease provided extra.) Width of Gate shutter size up to 9 meter					
297	Supplying of M.S flat for clamping Rubber seal with hole as per direction of EIC.	900.78	KG			
298	Supplying of M.S bolts with nut for clamping Rubber seal as per direction of EIC.	380.00	KG			
299	Servicing & maintenance of winch M/C i.e. cleaning the gears, Plummer block including bearings, rope drum etc with the help of Kerosene, jute, cloth, sand paper, emery paper etc, application of grease, Mobil oil in the bearings of Plummerblock for proper lubricating and supply and fitting, fixing of damaged oil seals & missing Nut & Bolts etc. to complete the job at site as per direction of Engineer in charge.	13.00	Each			
300	Oiling greasing of the trunion and guide roller assembly of the barrage/dam gates and regulator gates of canal/rivers by cleaning, checking, greasing /lubricating etc including all charges of man & materials which include refilling of grease and fixing of damaged oil seals & missing nut & bolts, scaffolding charges etc to complete the job as per direction of EIC. (Mobil oil & Grease provided extra	20.00	Each			
301	Testing charges of structural steel material according to IS 2062 - 1999, IS 5620-1985, Testing charges of rubber according to IS : 18555 - 1986, IS:11855-1986 & Testing charges of galvanised steel wire rope according to IS: 2266/2002 Before fitting fixing of all material to be placed before E.I.C for inspection. All test certificate should be submitted by the firm before fitting fixing test will be made by Govt. approved Lab.	19.00	JOB			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
302	Supply & fitting fixing of new lifting chain at site as per enclosed drawing & sample specification: i) in-between center to center = 66.67mm ii) Link EN9 plate thickness = 11.11mm iii) Pin dia= 19.05mm of forged steel iv) Roller bush= Seam less pipe v) Roller dia=34.92mm & Length=38.1mm. The cost includes transportation cost, manpower, fitting & fixing, scaffolding, tools & plants & heavy chain handling charges etc. to complete the job as per direction of EIC.	130	MTR.			
303	Cost of transportation of materials to the site and shifting the scrap materials to the Khatra workshop including loading and unloading at both end etc to complete the job at site as per direction of E.I.C.	520	KM			
V. Electro-Mechanical Parts						
304	Supply and fitting fixing of foot mounted Optimax geared motor of size R83ZDB 100L-4BS suitable for 2.2 KW at 36RPM, 415(+,-) 10% Volt, 50(+,-)5% Hz. Class F Insulation, IP-55 Protection 150 starts per hour 45 Degree Centigrade Amb. Tem, DOL starts & fitted with manual release arrangement.	10	JOB			
305	Cost for supply and fitting fixing of Jaw type C.S clutch coupling of size OD-120mm, ID-50mm, L-180mm, accommodate with suitable splined shaft (size dia.-50mm) including operating handle and lever arrangement complete as per direction of E.I.C	10	JOB			
306	Supply, fabrication & installation of single indoor type 600mmx500mmx200mm size cubical design distribution control panel board having a inner door of 3.15mm MS sheet with its door hinged, door lock, suitable din rail/channels, bakelite sheet, electrical connector etc. & two coats of synthetic enamel paint over the primer.	10	JOB			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
307	Supplying, fitting, fixing, testing and commissioning reverse forward operation of motor control panel the following items are required; a) Gen next push button & selector actuator L&T make, colour-Green-1no. b)Gen next push button & selector actuator L&T make, colour- Red-1no. c)Gen next push button & selector actuator L&T make, colour- Yellow-1no d)Gen next modular contact block 'NO' block-2nos, e) Gen next modular contact block 'NC' block-2nos, f) Gen next LED indicator 16mm, L&T make-1no g) Gen next LED indicator 16mm, L&T make-1no h) Gen next LED indicator 16mm, L&T make-2nos i) Voltmeter (0-600), SMI-72, AE make-1no j) Ammeter (0-30), SMI-72, AE make-1no k) Voltmeter selector switch, 16A, L&T make-1no l) Ammeter selector switch, 16A, L&T make-1no m) 3pole power contactor type MNX 18, Aux. contacts-1no, L&T make-2nos n) Front mounting add-on aux. contact block, MNX 9-80, 2 NO+2NC,Cat.No. CS9411, L&T make-2nos o) Thermal over relay, Direct mounting on MNX 9-40, MN-2 (Directly operated), Relay range 4.5-7.5A, Cat No-SS9414100U0, L&T make-2Nos p) Insulated copper wire4.00sq.mm,3 core Havells make for wiring motor and limit switch required 12m. @ Rs. per mtr. 149.35 q) Fuse of approved brand required 4nos and suitable size of marking labels for copper wire as per requirement of panel board.	10	JOB			
308	Supplying and fitting fixing of Limit Switch with digital display unit of approved make including testing, commissioning the upper limit and lower limit functioning appropriately to complete the job at site up to satisfaction of E.I.C.	10	JOB			
VI. Instrumentation						
309	Automatic Optical Level LEICA IP 57 with Compensator Setting Accuracy 0.3 second (LEICA NA324)	2	Each			

SL. No.	Item Description	Quantity	Unit	Rate		Amount Rs.
				In Figures	In Words	
310	Electronic Total Station Sokkia Dual Axis Laser Based Electronic Total Station (IM 55)	1	Each			
311	Desktop: Make Dell / Hp. Intel core i5 processor @ 13th generation, 16 gb ram, 512 gb M.2 NVMe, 22" led, keyboard & optical mouse, Windows 11 professional, Quickheal antivirus, 3 years onsite warranty.	4	Each			
312	Printer: Canon MFM model MF 272dw with 1 year warranty.	3	Each			
313	UPS: Microtek Legend with 2 years warranty	4	Each			

Note:

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

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

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

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

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

Section VI – Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 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

Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 46 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated

Materials and Plant.

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

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

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

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or

under unequal or coercive conditions.

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

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in

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

the Employer's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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| <p>4. Project Manager's Decisions</p> | <p>4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.</p> |
| <p>5. Delegation</p> | <p>5.1 Unless otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.</p> |
| <p>6. Communications</p> | <p>6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.</p> |
| <p>7. Subcontracting</p> | <p>7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.</p> |
| <p>8. Other Contractors</p> | <p>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.</p> <p>8.2 The Contractor shall also, as stated in the Specifications or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.</p> |

9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

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

9.4 Labor

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

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

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out

- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks** 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance** 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;

- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specifications:

- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

16. The Works to Be Completed

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the

by the Intended Completion Date	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	16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.
	The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.
	17.1 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.
18. Health, Safety and Protection of the Environment	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.
	18.1 The Contractor shall be responsible for the safety of all activities on the Site.
	18.2 The Contractor shall:
	(a) comply with all applicable health and safety regulations and Laws; (b) comply with all applicable health and safety obligations specified in the Contract; (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;

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

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual

which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

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

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

(a) which shall include at a minimum:

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

related labor;

- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

- (b) any other requirements stated in the Specification

18.3 Protection of the environment

The Contractor shall take all necessary measures to:

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

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

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

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

19. Archaeological and Geological Findings

- 19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specifications and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for

dealing with them.

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| 20. Possession of the Site | 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 22. Instructions, Inspections and Audits | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3 Inspections & Audit by the Bank</p> <p>Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and sub consultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 23. Appointment of the Adjudicator | 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the |

Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

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

24. Procedure for Disputes

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

25. Fraud and Corruption

- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

26. Stakeholder

- 26.1 The Contractor shall provide relevant contract- related

Engagement

information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

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

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

27. Suppliers(other than Subcontractors)

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

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

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

products, gravel or sand extraction from river beds or beaches.

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

28. Code of Conduct

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

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

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

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

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

29. Security of the Site

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

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

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

The Contractor shall (i) conduct appropriate background checks

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

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

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

B. Time Control

30. Program and Progress Reports

- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the

Project Manager.

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

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

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

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

31. Extension of the Intended Completion Date

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

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

assessing the new Intended Completion Date.

- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 36. Identifying**
- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such

- Defects** checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 37. Tests** 37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38. Correction of Defects** 38.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 39. Uncorrected Defects** 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 40. Contract Price²** 40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 41. Changes in the Contract Price³** 41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust

² In lump-sum contracts, replace GCC Sub-Clauses 40.1 as follows:

40.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

³ In lump-sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

41.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

42. Variations

- 42.1 All Variations shall be included in updated Programs⁴ produced by the Contractor.
- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.⁵
- 42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal

⁴ In lump-sum contracts, add "and Activity Schedules" after "Programs."

⁵ In lump-sum contracts, delete this paragraph.

shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

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

without compromising the functionality of the Works.

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

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

43. Cash Flow Forecasts

43.1 When the Program,⁶ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

44. Payment Certificates

44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The Project Manager shall check the Contractor's monthly

⁶ In lump-sum contracts, add "or Activity Schedule" after "Program."

statement and certify the amount to be paid to the Contractor.

- 44.3 The value of work executed shall be determined by the Project Manager.
- 44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁷
- 44.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 44.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
 - (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g.

⁷ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

remediation addressing non-compliance/s).

45. Payments

- 45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

46. Compensation Events

- 46.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual

inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

48. Currencies

48.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid

shall be the exchange rates stated in the Contractor's Bid.

49. Price Adjustment

- 49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients⁸ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

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

50. Retention

- 50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

51. Liquidated Damages

- 51.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

52. Bonus

- 52.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

53. Advance Payment

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

- 54. Securities** 54.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.
- 55. Dayworks** 55.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 55.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 55.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
- 56. Cost of Repairs** 56.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 57. Completion** 57.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 58. Taking Over** 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 59. Final Account** 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the

amount payable to the Contractor and issue a payment certificate.

60. Operating and Maintenance Manuals

60.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

61. Termination

61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. Payment upon Termination

62.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

62.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

63. Property

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

64. Release from Performance

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

65. Suspension of Bank Loan or Credit

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

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

66. Force Majeure**66.1 Definition of Force Majeure**

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors ,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- (vi) Spread of any Pandemic diseases

66. Force Majeure 66.2 Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

66.3 Duty to Minimise Delay

Each Party shall at all times use all reasonable endeavors to minimise any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure

66.4 Consequences of Force Majeure

If the Contractor is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 66.2 [*Notice of Force Majeure*], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Clause 46 [*Compensation Events*] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Clause 31 Extension of the Intended Completion Date, and
- (b) if the event or circumstance is of the kind described in subparagraphs (i) to (iv) of Sub-Clause 66.1 [*Definition of Force Majeure*] and, in the case of subparagraphs (ii) to (iv) occurs in the Country, payment of any such Cost.

After receiving this notice, the Engineer shall proceed in accordance with Clause 4 [*Project Manager's Decisions*] to agreed or determine these matters.

66.5 Force Majeure Affecting Sub- Contractor

If any Sub-contractor is entitled under any contract or agreement relating to the works to relief force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

66.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 66.2

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption *(Text in this Appendix shall not be modified)*

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁹ (ii) to be a nominated¹⁰ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect¹¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

¹⁰ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

¹¹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental and Social(ES)Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]

Metrics for regular reporting:

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

- f. worker accommodations:*
 - i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:*
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. Community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
 - i. dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX - Particular Conditions of Contract

Except where otherwise specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.

A. General																	
GCC 1.1 (d)	The financing institution is: The World Bank																
GCC 1.1 (r)	The Employer is Chief Engineer-South West, Irrigation & Waterways Directorate, Khasjungle P.O.:Abas, Dist:Paschim Medinipur, PIN:721102, Phone No.03222-263968, email: cesw.wbiwd@gmail.com , on behalf of Irrigation & Waterways Department, Government of West Bengal																
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 31.03.2027(510 days including monsoon season) <table> <tr> <td>Mobilization and Pre-Construction Activities</td><td>Mid-Dec 2025</td></tr> <tr> <td>Structural Works (RCC, PCC, Grouting)</td><td>Mid-Jul 2026</td></tr> <tr> <td>Slope Protection Works</td><td>Mid-Jul 2026</td></tr> <tr> <td>Mechanical Works (Gate Replacement, DG Set Installation)</td><td>Jun 2026</td></tr> <tr> <td>Electrical Works (LED Lights, Control Panels)</td><td>Mid-Aug 2026</td></tr> <tr> <td>CCTV and Illumination Systems</td><td>Jan 2027</td></tr> <tr> <td>Painting Works</td><td>Dec 2026</td></tr> <tr> <td>Instrumentation, Testing, and Handover</td><td>Mar 2027</td></tr> </table>	Mobilization and Pre-Construction Activities	Mid-Dec 2025	Structural Works (RCC, PCC, Grouting)	Mid-Jul 2026	Slope Protection Works	Mid-Jul 2026	Mechanical Works (Gate Replacement, DG Set Installation)	Jun 2026	Electrical Works (LED Lights, Control Panels)	Mid-Aug 2026	CCTV and Illumination Systems	Jan 2027	Painting Works	Dec 2026	Instrumentation, Testing, and Handover	Mar 2027
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GCC 1.1 (y)	The Project Managers or Engineer or Engineer-In-Charge, by the Employer, all having the same meaning and connotation are: FOR CIVIL WORKS: - Executive Engineer, Kangsabati Canals Division No.V, Jhargram, eMail ID: eeecdvn5@gmail.com. Mob.9593378200 FOR MECHANICAL WORKS: - Executive Engineer, Kangsabati Mechanical Division, Khatra, Bankura-722140, eMail ID: kmd.khatra@gmail.com. M.9832967509 The employer shall provide for the same in writing, to act as Project Manager. “The Executive Engineer for specific Civil / Mechanical& Electrical works shall have the total responsibility of the Project to be constructed by the contractor including supplying of the detailed engineering drawing & designs, quality checking of construction materials, participating in the process of testing of materials to be used for construction of the works under the Project, day to day supervision, quality assurance, contract																

	administration and management, checking and certification of the interim bills and final bills submitted by the contractor.
GCC 1.1 (aa)	The Site is located at Baistampur, Binpur-II Block, Belpahari P.S., Jhargram, West Bengal and is defined in Google Map Sheet.
GCC 1.1 (dd)	The Start Date shall be 01/11/2025 [+10 days from the date of issuance of Notice to Proceed]
GCC 1.1 (hh)	The Works consists of mainly: <u>CIVIL PART</u> i) Making cross bundh at upstream (U/S) and downstream (D/S) of BTMC tail regulator and Dewatering of the work area with Diversion WBM road work. ii) Thorough Repair of TSMC Head Regulator Structure, Barrage Spillway Pier& Abutment by Cement grouting/sealing of cracks, including construction of wearing coats and construction of friction block and cutoff wall at downstream of barrage. iii) Total Replacement of existing BTMC Tail Regulator cum Bridge. iv) Slope protection work by relaying boulder pitching & caulking joints at upstream and downstream of the barrage and head regulator. v) Cast in situ and pre-cast lining at U/S & D/S Slope & bed of the BTMC Tail Regulator and D/S of Head Regulator of TSMC(N) . vi) Boulder sausage work at the D/S of the spillway and boulder dumping for making an apron at the D/S of the barrage. vii) Construction of Section Office cum Rest Shed. viii) Finishing work by plastering, painting etc. ix) Removal of Cross-bundh & Debris and site clearance x) Instrumentation etc. <u>MECHANICAL PART</u> (i) Replacement and repair of hoisting system, rubber seal, painting etc Manufacturing and fabrication of steel structures of Tail Regulator BTMC, Head Regulator TSMC(N), Hoist Bridge & Foot Bridge etc. (ii) Repairing, strengthening & servicing of spillway gate Spillway gate shutters and embedded parts including rubber seal & Painting (iii) Erection and installation of electro-mechanical systems of gates and installation of a 30 KVA DG set (iv) Electrical wiring of Barrage premises and its adjacent office premises including SITC of DG set. (v) SITC of Surveillance system through CCTV camera& facility Management (IT) at barrage premises. Identification number of Contract is WBIW/SE/KC-II/DRIP/RFB-01/2025-26
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii)

	“ES” means environmental and social (including sexual exploitation and assault (SEA).								
GCC 1.1 (jj)	GCC 1.1 (jj) is replaced with the following: “Key Personnel are the Contractor’s personnel named in GCC 9.1 of the Particular Conditions of Contract.” The following is added as GCC 1.1. (jj) “Sexual Exploitation and Assault” “(SEA)” stands for the following: Sexual exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain. Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.								
GCC 2.2	Sectional Completions are: <table border="1"> <thead> <tr> <th>Civil works</th><th>Time for completion</th></tr> </thead> <tbody> <tr> <td> Mile Stone –I Concrete Work : 1,675 Cum Earthwork : 28,467 Cum Boulder Works : 1040 Cum Brick Work : 40.00 Cum 22.00 Sqm </td><td>6 months from the date of commencement of work. (Tentative.)</td></tr> <tr> <td> Mile Stone –II Concrete Work : 737 Cum Earthwork : 1538 Cum Plastering : 1470 Sqm Brick work : 36 Cum : Brick work 109 Sqm </td><td>12months from the date of commencement of work. (Tentative.)</td></tr> <tr> <td> Mile Stone –III Concrete Work 665 Cum Boulder Works 48 Cum. Plastering 2042 Sqm. </td><td>17 months from the date of commencement of work. (Tentative.)</td></tr> </tbody> </table> MECHANICAL& ELECTRICAL WORKS TIME FOR COMPLETION	Civil works	Time for completion	Mile Stone –I Concrete Work : 1,675 Cum Earthwork : 28,467 Cum Boulder Works : 1040 Cum Brick Work : 40.00 Cum 22.00 Sqm	6 months from the date of commencement of work. (Tentative.)	Mile Stone –II Concrete Work : 737 Cum Earthwork : 1538 Cum Plastering : 1470 Sqm Brick work : 36 Cum : Brick work 109 Sqm	12months from the date of commencement of work. (Tentative.)	Mile Stone –III Concrete Work 665 Cum Boulder Works 48 Cum. Plastering 2042 Sqm.	17 months from the date of commencement of work. (Tentative.)
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	Mile Stone –I Manufacturing of Gate , Gate parts and embedded parts	4 months from the date of commencement of work.																											
	Mile Stone –II Erection of Gate, Gate parts and embedded parts civil counterpart, hoisting system.	8 months from the date of commencement of work.																											
	Mile Stone –III Completion Electrical & IT works. Painting,	10 months from the date of commencement of work																											
	Mile Stone –IV Commissioning	16-17 months from the date of commencement of work																											
GCC 2.3(i)	The following documents also form part of the Contract:																												
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	(iii) Supplementary Information All the three documents stated above have been provided in Section VII.
	<i>[list any other documents]</i>
GCC 3.1	The language of the contract is <i>English</i>. The law that applies to the Contract are the laws of Union of India.
GCC 4.1	The following is inserted as a sub-paragraph at the end of GCC 4.1: “However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.”
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 7	The first sentence of GCC 7. 1 is modified as: “The Contractor may subcontract with the approval of the Project Manager upto a ceiling specified in PCC, but may not assign the Contract without the approval of the Employer in writing.” The following sub-clauses are inserted at the end of GCC 7.1: “7.2 The Project Manager should satisfy himself before recommending to the Employer whether: a) the circumstances warrant such sub-contracting; and, b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted. 7.3 If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that his arrangement does not alter the contractor’s liability or obligations under the contract. 7.4 The Contractor shall not be required to obtain any consent from the Employer for: (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract; (b) the provision for labour, or labour component, and, (c) the purchase of materials which are in accordance with the standards specified in the contract. (Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-

	<i>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.</i> <i>2. However, [a] sub-contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for sub-contracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.</i> <i>3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)”</i>
GCC 7.1	The ceiling for sub-contractor is 20% [This is in addition to what was stated in bid and incorporated in contract agreement.]. Hiding information about any sub-contracting not authorized by the Employer shall be treated as violation of Appendix A to General Conditions (Fraud and Corruption).
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 9	The following is inserted as a sub-clause at the end of GCC 9.2: “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.” The following sentence is deleted from first paragraph of GCC 9.4.1: “The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.” GCC 9.4.3 and GCC 9.4.4 are deleted. The following sub-clauses are inserted at the end of GCC 9.4: “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 Contractor¹. 9.6 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local

¹Based on Government Directives.

	authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental and Social (ES) Performance Security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. 9.7 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time. 9.8 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.”
GCC 9.1	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. The Contractor shall have a Code of Conduct for the Contractor’s Personnel, and shall ensure that each Contractor’s Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same. The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community. <i>[insert the name/s of each Key Personnel agreed by the Employer prior to</i>

	<i>Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid & construction methodology].</i> To be done during Contract signing										
GCC 9.2	The following is inserted as GCC 9.2 (e), (f), and (g): “(e)based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer’s Personnel without due clearance; (g) breaches the Code of Conduct for the Contractor’s Personnel (ES).”										
GCC 9.10	The following is inserted as GCC 9.10: “The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor’s Personnel. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.”										
GCC 9.11	The following is inserted as GCC 9.11: “The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training. As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel. The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.										
GCC 13.1	The minimum insurance amounts and deductibles shall be: <i>[Employers should fill these columns carefully in consultation with insurance companies. It should not be left blank]</i> <table border="1"> <thead> <tr> <th>S.No.</th><th>Description</th><th>Minimum cover for Insurance</th><th>Maximum deductible for Insurance</th></tr> </thead> <tbody> <tr> <td>(i)</td><td>Works and Plant and Materials which are incorporated in works</td><td>6.00 Crores</td><td>5% of Claim amount subject to a minimum of Rs 50,00,000 /- for normal losses and Rs. 1,00,00,000/- for AOG/Collapse/Major</td></tr> </tbody> </table>			S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials which are incorporated in works	6.00 Crores	5% of Claim amount subject to a minimum of Rs 50,00,000 /- for normal losses and Rs. 1,00,00,000/- for AOG/Collapse/Major
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				Perils
	(ii)	Loss or damage to Construction Equipment	3.00 Crore	Do
	(iii)	Other Property	1.00 Crore	Do
	(iv)	Personal injury or death insurance: a)for other people;	1.00 Crore	In accordance with the statutory requirements applicable in India
		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India	
GCC 14.1	Site Data are: Reflected in the drawings which are specific to the bid and are part of this bid document. [Tarafeni Barrage, Baistampur, Block-Binpur-II, Jhargram, West Bengal]			
GCC 15.2	The following is added as sub-clause 15.2: “If so instructed by Project Manager, the Contractor shall submit to the Project Manager for review, a health and safety manual, specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual and its updates shall be reviewed along with the Contractor’s Environmental and Social Management Plan (C-ESMP) described in sub-clause 16.2.” Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.			
GCC 16.1 (add new 16.2)	ES Management Strategies and Implementation Plans The following is inserted as a new sub-clause 16.2: “16.2 The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project manager gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, to the Project manager for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six			

	(6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project manager for Review.”
GCC 20.1	The Site Possession Location(s): Tarafeni Barrage Site, Baistampur, Block-Binpur-II, Jhargram. The Site Possession Dates shall be: (To be mentioned in the Notice to Proceed)
GCC 23.1 & GCC 23.2	The Adjudicator proposed by the Employer is: <i>Sri Kausik Chattopadhyay, Ex- Secretary, Irrigation & Waterways Department, Government of West Bengal. Address: 19, Salimpur lane, Dhakuria, Kolkata- 700031</i> The daily fee for this proposed Adjudicator shall be: <i>Rs 10,000 per day.</i> The biographical data of the proposed Adjudicator is as follows: • Education: B. E. (Civil),(Shibpur C.U.) M.Tech (IIT Madras.) • Experience: Worked in Irrigation & Waterways Department, GoWB for 36 years in the capacity of AE, EE, SE, CE, and Secretary to the GoWB in Design & Research, Construction etc. within I & WD. • Age: 67 years • Nationality: Indian Present Position: Retired Secretary to the Govt. of WB, I & WD, GoWB.
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: <i>Rs 10,000 per day Plus reimbursable expenses (actual boarding, lodging, travel & other incidental expenses)</i>
GCC 24.4	The procedure for adhoc arbitration will be as follows: (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration 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 Kolkata, West Bengal, 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/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (g) The Arbitrator should give final award within 120 days of starting of the proceedings <i>[indicate the days (Between 120-180) by which arbitrator should give award]</i>. (h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings. <i>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of works).</i> <i>Alternatively</i> <i>[Apart from the adhoc arbitration services obtained through mutually 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</i>
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	<i>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.]</i> "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. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Kolkata, West Bengal, 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>
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance. Any revision in Program should only be agreed in writing. <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>
GCC 30.3	The period between Program updates is 14 days. The amount to be withheld for late submission of an updated Program is INR 5,00,000/- The period for submission of progress reports is [30] days.
GCC 31	GCC 31.1 is replaced with the following: “31.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without

	the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.” In GCC 31.2, replace the words “Intended Completion Date” at the first occurrence by the words “Intended Completion Date/ Milestones”; and at the second occurrence by the words “Intended Completion Date/ Milestone”.
GCC 34	GCC 34.1 is replaced with the following: “Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place indicated in PCC. The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 30.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.”
GCC 34.1	Venue of management meeting will be Office of the Superintending Engineer, Kangsabati Circle-II, I&W Dte, Subarnarekha Bhaban, Khasjungle, Abash, Midnapore, Paschim Medinipur.
C. Quality Control	
GCC 36	The following sub-clause is inserted at the end of GCC 36.1: “36.2 The contractor shall permit the Employer’s Technical auditor to check the contractor’s work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor’s or the Project Manager’s responsibility as defined in the Contract Agreement.”
GCC 37	The following sub-clauses are inserted before GCC 37.1, and GCC 37.1 is re-numbered as GCC 37.3: “GCC 37.1 The Contractor shall institute Quality Assurance (QA) and Quality Control (QC) systems in accordance with Quality Assurance Plan to demonstrate compliance with the requirements of the Contract as approved by the Project Manager. Compliance with the QA/QC systems shall not relieve the Contractor of any of his duties obligations or responsibilities under the Contract. GCC 37.2 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.”
GCC 38.1	The Defects Liability Period is: 365 days.
GCC 39.1	The following notes are added at the end of GCC 39.1:

	<i>“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.</i> <i>2. Where the failure to correct a particular defect within the specified time is considered as a fundamental breach of contract a notice should be given to the contractor as stated in GCC 61.2(e).”</i>
GCC 36	The following sub-clause is inserted at the end of GCC 36.1: “36.2 The contractor shall permit the Employer’s Technical auditor to check the contractor’s work and notify the Project Manager and Contractor of any defects that are found. Such a check shall not affect the Contractor’s or the Project Manager’s responsibility as defined in the Contract Agreement.”
D. Cost Control	
GCC 41	GCC 41.1 is replaced with the following, and existing GCC 41.2 is re-numbered as GCC 41.3: “41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. (a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed. (b) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed 41.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.”
GCC 42	In GCC 42.2, the first sentence is modified as follows: “The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor.” In the first sentence in GCC 42.3, after the words ‘If the Contractor’s quotation is unreasonable’, the following is added: “[or if contractor fails to provide the Project Manager with a quotation

	<i>within a reasonable time specified by Project Manager in accordance with GCC 42.2]”</i>
GCC 42.7	Provisions related to Value Engineering do not apply.
GCC 43.1	The second sentence in GCC 43.1 is replaced with the following: “The cash flow forecast shall be in Indian Rupees.”
GCC 44	At the end of GCC 44.1 after the word ‘previously’, the following words are added: “along with details of measurement of the quantity of works executed in a tabular form approved by the Project Manager” At the end of GCC 44.2 after the words ‘the Contractor’, the following words are added: “after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in GCC Sub-Clause 53.1 (Secured Advance)”
GCC 45	GCC 45.1 is replaced with the following: “Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of contract & taxes to be deducted at source [TDS] as per applicable law. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate stated in the PCC. ” A new sub-clause 45.5 is added after sub-clause 45.4: “45.5 The Contractor shall open an Escrow Account with his bank for the purpose of receiving all the payments as well as incurring expenditure under this Contract. The Account shall be open to verification and audit at any time by the Employer or designee of the Employer. This account will be controlled solely by the Contractor’s Project Officers (Project Manager and/or Finance Manager or equivalent designate). No other Contractor employees or associates will have access to the Project Account or the funds therein. The Contractor shall report monthly on the status of this account including actual bank account statements. The Contractor shall provide all Account statements as requested by the Employer.”
GCC 45.1	Interest rate for Delayed payment is 5% per annum
GCC 45.3	All payments (and deductions) shall be paid or charged in Indian Rupees.
GCC 45.5	[Deleted]

GCC 47	The following sub-clause is inserted before GCC 47.1, and GCC 47.1 is re-numbered as GCC 47.2: “47.1 The rates quoted by the Contractor shall be deemed to be inclusive of the GST 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.” In first line of the re-numbered GCC 47.2, replace the words ‘the date 28 days before’ with the words ‘the deadline for’.
GCC 48	All payments shall be made in Indian Rupees.
GCC 49	GCC 49.1 is replaced with the following: “Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants and other inputs to the works in accordance with the principles and procedures outlined below. A table of adjustment data is included in the PCC which indicates the coefficients of various inputs and the sources of indices for various schedules of BOQ. If the PCC does not include a table of adjustment data this sub clause shall not apply and there shall be no price adjustment. (a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC up to the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below. (b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract. (c) The total value (R) of the work done during the specified period [GCC 44.1] shall be as under: $R = \text{SUM} (R_{S1} + R_{S2} + R_{S3} + \dots R_{Sn}),$ Where, ‘R_{sn}’ is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as under: $R_{sn} = (V_{sn} + S_{sn})$ minus (amount of secured advance recovered in the same period + value of works executed under variations for which price adjustments will be worked separately based on

	terms mutually agreed between the Project Manager and the Contractor) where, V_{sn} is the total value of work done during the specified period for the respective schedule of BOQ, and S_{sn} is the secured advance paid during the specified period for the respective schedule of BOQ, (d) The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate schedule of BOQ and certified in Payment Certificates, shall be determined from formulae which shall be of the following general type: $P_n = a + b L_n/L_o + c E_n/E_o + d M_n/M_o + \dots$ where, “P_n” is the adjustment multiplier to be applied to the value of the work done during the period “n”, this period being a month unless otherwise stated in the PCC. “a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments; “b”, “c”, “d”,... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials; “L_n”[<i>Labour</i>], “E_n”[<i>Equipment</i>], “M_n”[<i>Material</i>], are the current cost indices or reference prices for period “n”, each of which is applicable to the relevant tabulated cost element [<i>Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others</i>] on the date, specified in the Table-2 of Adjustment Data, prior to the last day of the period (to which the particular Payment Certificate relates); and “L_o”, “E_o”, “M_o”,are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date. (e) The cost indices or reference prices stated in the tables of adjustment data given in PCC shall be used. The base date shall be the deadline for submission of bids. (f) If the Contractor fails to complete the Works within the Intended
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	Completion date, adjustment of prices thereafter shall be made using either: (i) index or price applicable for each cost element tabulated in the tables of adjustment data on the specified date prior to the expiry of the Intended Completion Date, or (ii) the current index or price applicable for the period in question whichever is more favourable to the Employer. (g) The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be varied by the Project Manager if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations. (h) Unless otherwise stated in the P.C.C., the Price adjustment shall be done in each monthly Interim Payment Certificate [IPC]. The coefficients and indices are given in the Tables of Adjustment Data in Contract data. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.”
GCC 49.1	Price Adjustment :NOT APPLICABLE
GCC 50.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.
GCC 50.2	The last line of GCC 50.2 is replaced with the following: “On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.”
GCC 51	In the first sentence of GCC 51.1, the following words are inserted after the words ‘Intended Completion Date’: “(for the whole of the works or the milestones as stated in the PCC)” The following is inserted as a sub-paragraph at the end of GCC 51.1: “Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the Contractor’s other obligations and liabilities under the contract.” In the first sentence in GCC 51.2 the following words are inserted after the words ‘Intended Completion Date’: “including milestones”
GCC 51.1	The liquidated damages for the whole of the Works are 0.05% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 percentage of the final Contract Price.

	For milestone 1 For milestone 2 For milestone 3 All works	Rs. 30,000 per day Rs. 30,000 per day Rs. 30,000 per day Rs. 61,500 per day												
GCC 52.1	Provisions related to Bonus do not apply.													
GCC 53	The following is inserted as a new sub-clause 53.4: “The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the PCC.”													
GCC 53.1	Advance Payments shall be made in Indian Rupees only. The amount of the Advance Payments are: <table><tr><td><u>Nature of Advance</u></td><td><u>Amount (Rs.)</u></td><td><u>Conditions to be fulfilled</u></td></tr><tr><td>1. Mobilization</td><td>5% of the Contract price</td><td>On submission of unconditional Bank Guarantee. <i>(to be drawn before end of 20% of Contract period)</i></td></tr><tr><td>2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i></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 <i>(provided the Project Manager is satisfied that the equipment is required for performance of the contract)</i> and on submission of unconditional Bank Guarantee for amount of advance.</td></tr><tr><td>3. Secured advance for non-perishable materials brought to site</td><td colspan="2">Not Applicable.</td></tr></table> (The advance payment will be paid to the Contractor no later than 15 days after fulfillment of the above conditions). Repayment of advance payment for mobilization and equipment: 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 9 months from the date of payment		<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. <i>(to be drawn before end of 20% of Contract period)</i>	2. Equipment <i>(This advance is not applicable for equipment already owned or hired/leased by the contractor.)</i>	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.	After equipment is brought to site as per agreed construction program <i>(provided the Project Manager is satisfied that the equipment is required for performance of the contract)</i> and on submission of unconditional Bank Guarantee for amount of advance.	3. Secured advance for non-perishable materials brought to site	Not Applicable.	
<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>												
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3. Secured advance for non-perishable materials brought to site	Not Applicable.													

	of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 15% (Fifteen percent) of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion. Repayment of secured advance: NA
GCC 54	GCC 54.1 is replaced with the following: “The Performance Security and an Environmental and Social (ES) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC, and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security including additional security for unbalanced bids, and the ES Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion. <u>If the</u> terms of the Performance Security and additional security, specify its expiry date, and the Contractor has not become entitled to receive the Completion Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security and additional security, until the end of extended Completion Period.”
GCC 54.1	The Performance Security amount is Five percent of the Accepted Contract Amount plus Ten percent of Contract price as additional security for unbalanced bids [in terms of ITB Clause 41.2], if the accepted bid value is below 20% of the Estimated amount and Environmental and Social (ES) Performance Security amount is One Percent of the Accepted Contract Amount. The standard forms of Performance Security and if applicable ES 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 Document. Throughout this bidding document the term ‘performance security’, unless the context clearly indicates otherwise, means and includes both ‘the performance security and the ES performance security’ to be submitted by the successful bidder in the amounts specified above.
E. Finishing the Contract	
GCC 59.1	The following is added after the words ‘issue a payment certificate’ at the end of GCC 59.1: “within 56 days of receiving the contractor’s revised account”
GCC 60.1	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 510 days after commencement of work The date by which “as built” drawings (in scale 1:25) 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 510 days after commencement of work.
GCC 60.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 60.1 is Rs.5,00,000/-
GCC 61	The following sub-clauses are added after GCC 61.2 (h): “(i) The contractor has contravened Clauses 7 and 9 of GCC. (j) The contractor does not adhere to the agreed construction program, agreed ES-MSIP [Clause 30 of GCC], and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days. (k) The contractor fails to carry out the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22. (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.”
GCC 61.2 (g)	The maximum number of days is: 200 days after commencement of works
GCC 61.2(l)	Hiding any information regarding changes in roles and responsibilities of JV members, which is not authorized by the Employer, shall also be treated as violation of Appendix A to General Conditions (Fraud and Corruption).
GCC 62	The following is added after the words ‘issue of the certificate’ in the first sentence of GCC 62.1; “less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law,” The following is added after the words ‘date of the certificate’ at the end of GCC 62.2: “less other recoveries due in terms of contract, less taxes to be deducted at source [TDS] as per applicable law”
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.

Appendices

Appendix 1

Salient Features of Labour & Environment Protection Laws²**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS
APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND
OTHER CONSTRUCTION WORK**

(a)	<u>Employees Compensation Act 1923</u> : The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
(b)	<u>Payment of Gratuity Act 1972</u> : gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
(c)	<u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u> : The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are: (i) Pension or family pension on retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker. (iii) Payment of P.F. accumulation on retirement/death etc.
(d)	<u>Maternity Benefit Act 1961</u> : The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
(e)	<u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u> : This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
(f)	<u>Contract Labour (Regulation & Abolition) Act 1970</u> : The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
(g)	<u>Minimum Wages Act 1948</u> : The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if

²This 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.

the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on

any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying

down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior

permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

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

control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but

not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other

means; and will to ensure full compliance to these rules and any conditions imposed in the permit.

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

Appendix 2

Tables of Adjustment Data

(Cl. 49 of GCC)

Table 1: Coefficients governing the adjustment for changes in cost

S. No.	Coefficients Name	Symbol	Schedules (Reference Number)								
			[Description of each schedule is given below]								
			S ₁	S ₂	S ₃	S ₄	S ₅	S ₆	S ₇	S ₈	S ₉
1.	Fixed	a	15	15	15	15	15	15	15	15	15
2.	Labour [L]	b									
3.	Steel [S]	c									
4.	Cement [C]	d									
5.	Plant & Equipment spares [E]	e									
6.	Diesel and Petroleum products [D]	f									
7.	Bitumen [B]	g									
8.	Others [O]	0									
	Total		100 %	100 %	100 %	100 %	100 %	100 %	100 %	100 %	100 %

Note: (a) Fixed element is normally 15%; (b) Employer to fill-up above Table.

BOQ SCHEDULES

[The following Schedules are for example only. The schedules may be modified and specified as appropriate for each work]

Schedule 1: Earth Work In Formation
 Schedule 2: Civil Engineering Work (Bridge)
 Schedule 3: Civil Engineering Work Building,
 Schedule 4: Steel Fabrication Works
 Schedule 5: Road Works –WBM
 Schedule 6: Road BTM
 Schedule 7:

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 _o - all India average Consumer Price Index(CPI) Number for Industrial Workers for centre ³ (Base 2001 = 100) on the base date.	L _n -CPI for the month for which the IPC is related	Labour Bureau, Ministry of Labour and Employment, Government of India.
3.	Steel	c	S _o – Whole-sale Price Index (WPI) for Steel [<i>Steel Long</i>]	S _n -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 _o -WPI for Grey Cement	C _n -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 & Equipme nt spares	e	E _o -WPI for “Construction machinery ”	E _n – WPI for the month to which IPC is related	Economic Advisor, Ministry of Commerce and Industry, Government of India
6.	Diesel ⁴	f	Do-Unit Cost from the identified depot on the base date	Dn-Unit Cost for on the first day of the month to which the IPC relates	From the Depot
7.	Bitumen ⁵	g	Bo-Unit Cost from the identified refinery on the base date	Bn- 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

³ The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau.

⁴ The PCC specifies the identified depot for the rate of diesel for the base date and the applicable date for price adjustment.

⁵ The PCC specifies the identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment.

Appendix -3⁶ 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 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.

⁶ If ITB 51 makes provision of an Adjudicator from list provided by an institution, kindly modify Appendix 3 to state that the fee and reimbursable payable to the adjudicator shall be as per the rules of the Institution.

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

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

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

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

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

Read and Agreed

Name of Adjudicator

Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Contractor

Signature of authorized representative of Contractor

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

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

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

Sample Format of Adjudicator's Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [NAME OF DISPUTE]

Hearing Date: _____

Dispute

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

Contractor's Position

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

Employer's Position

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

Recommendation

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

Explanation

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

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

Respectfully submitted,

Date : _____

Date : _____

Date : _____

Section X - Contract Forms

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

NOTIFICATION OF AWARD

Letter of Acceptance

[on letterhead paper of the Employer]

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

..... *[date]*

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

Subject: *[Notification of Award Contract No.]*

This is to notify you that your Bid dated *[insert date]* for execution of the
 *[insert name of the contract and identification number, as given in the PCC]*
 for the Accepted Contract Amount of *[insert amount in numbers and words]*,
 as corrected and modified¹ in accordance with the Instructions to Bidders is hereby
 accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, and ES Performance Security *[Delete ES Performance Security if it is not required under the contract]* in the form detailed in ITB Clause 50 for amounts² of Rs., and Rs. specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 50.2 will be taken in accordance with the Conditions of Contract. 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 ES Performance Security Form *[Delete reference to the ES Performance Security Form if it is not required under the contract]*, included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator³.

[or]

¹Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

²Insert amounts for (i) Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41; and (ii) ES Performance Security respectively.

³To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 51.1 and GCC 23.1⁴.

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

[OR]

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

⁴To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

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

Yours faithfully,

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

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) This Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Contractor’s Bid including completed schedules and priced bill of quantities,
 - (iv) the addenda Nos _____ (if any)
 - (v) the Particular Conditions
 - (vi) the General Conditions of Contract, including appendix;
 - (vii) the Specification
 - (viii) the Drawings
 - (ix) Construction Program, Methodology, Quality Assurance Program, ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor’s Personnel (ES)
 - (x) Joint Venture Agreement [for JVs only]; and
 - (xi) any other document **listed in the PCC** as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

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

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

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

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

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

WHEREAS _____ *[name and address of Contractor⁵]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁶]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made

⁵*In the case of a JV, insert the name of the Joint Venture*

⁶*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.*

between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until⁷, 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.

⁷Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee

Environmental and Social Performance Security ES – Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

ES Performance Guarantee No.: *[Insert guarantee reference number]*

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

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor⁸]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁹]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made

⁸*In the case of a JV, insert the name of the Joint Venture*

⁹*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.*

between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until¹⁰, 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.

¹⁰ Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee”

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Subclause 49.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor¹¹]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee¹²]* _____ *[in words]*.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the

¹¹In the case of a JV, insert the name of the Joint Venture

¹²An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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

Retention Money Security**Demand Guarantee***[Guarantor letterhead or SWIFT identifier code]*_____ *[Bank's name and address of issuing branch or office]***Beneficiary:** _____ *[Name and Address of Employer]***Date:** _____**RETENTION MONEY GUARANTEE NO.:** _____

We have been informed that _____ *[name of contractor¹³]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

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

At the request of the Applicant, we _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____) *[amount in words¹⁴]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract without cavil or argument.

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

¹³In the case of a JV, insert the name of the Joint Venture

¹⁴The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

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

[Signature(s) and seal of the guarantor]

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

Attachment 1**Amendments for Permitting Standstill Period¹⁵
(Refer ITB Clause 44)**

In works contracts where it is proposed to permit Standstill Period [*in the case of high risk or specialized/complex works only*], the following corrections shall be incorporated in this document

1. Instructions to Bidders & Bid Data Sheet**1.1 Insert ITB 44.1 as under:**

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

1.2 Insert ITB 45.1 as under:

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

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

1.3 Substitute ITB 47.1 as under:

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

¹⁵These are instructions for the Borrower and should be removed from final bid document.

1.4 Insert ITB 48 as under:**48. Debriefing by the Employer**

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

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

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

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

1.5 Insert ITB 52 as under:**52. Procurement Related Complaint**

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

1.6 Insert BDS ITB 44 as under:**ITB 44 Standstill Period**

The Standstill Period is 10 Business Days *[note: the minimum number of Business Days is ten (10)]* after the date the Employer has transmitted to all Bidders that submitted a Bid, the Notification of its Intention to Award the Contract to the successful Bidder.

Note: Where a Bidder has previously received notification, in accordance with ITB 34.1, that its Technical Part of Bid failed to meet the requirements of the bidding document, the Bidder will not receive a Notification of Intention to Award the Contract.

[If this Bidding process is in response to an emergency situation recognized by the Bank state: "No Standstill Period applies to this Bidding process."]

1.7 Insert BDS ITB 52.1 as under:

.....

ITB 52.1

The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

For the attention: *[insert full name of person receiving complaints]*

Title/position: *[insert title/position]*

Employer: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* ~~delete if not used~~

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents;
 2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and
 3. the Employer’s decision to award the contract.
-

2. Contract Forms

2.1 Insert the Form ‘Notification of Intention to Award’ as under:

.....

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process]

[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* **delete if not used**

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.

2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

.....

2.2 Substitute the first note in *Italics* in the Form ‘Notification of Award’ as under:

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, subject to any review by the World Bank required under the Loan Agreement.]