



**Government of Andhra Pradesh
BIDDING DOCUMENT**

BID .NCB/IFB No: 38/ APRRP/PRED/PRKM District/ROAD/004,2018-19,
Dt.16-07-2018

**Project: APRRP (AIIB)
TO PROVIDE RURAL ROAD CONNECTIVITY TO
UNCONNECTED HABITATIONS OF 250+ POPULATION.**

**Package No: 25/APRRP/PRED/PRKM/Road/004 consists of 63
road works
District : Prakasam**

**Employer: Panchayat Raj Engineering Department,
State: Andhra Pradesh.
Country: India**

NATIONAL COMPETITIVE BIDDING
(Two-Envelope on line Bidding Process on (e-Procure.gov.in))

(FOR % Basis -CIVIL WORKS Packages)

Package No: **25/APRRP/PRED/PRKM/Road/004 consists of 63 road works**

Consists of: **63 road works in Prakasam District with an ECV of Rs: 7454.13 Lakhs.**

NAME OF WORK: **25/APRRP/PRED/PRKM/Road/004 consists of 63 road works in Prakasam District**

Estimate Contract Value

Rs: 7454.13 Lakhs

PERIOD OF SALE OF
BIDDING DOCUMENT

: 23-07-2018, 11.00 HOURS FROM
: To: 23-08-2018 15.00 HOURS

TIME AND DATE OF
PRE-BID CONFERENCE

: DATE 02-08-2018 TIME 11.00 HOURS

LAST DATE AND TIME FOR
RECEIPT OF BIDS

:DATE 23-08-2018 TIME 15:30 HOURS

* TIME AND DATE OF OPENING
HOURS OF BIDS – Technical Part¹

:DATE:28-08-2018 TIME 11.00 HOURS

PLACE OF OPENING OF BIDS

: O/o of the Engineer-in-Chief,
Panchayat Raj, Vijayawada

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OFFICER INVITING BIDS

: Engineer-In-Chief, PR, Vijayawada

*** Should be 2 days after the deadline for submission of bids to allow submission of original documents like bid security etc.**

¹The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.

INVITATION FOR BID

(IFB)

GOVERNMENT OF ANDHRA PRADESH
ANDHRA PRADESH EAP (APRRP) PROJECT

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

NATIONAL COMPETITIVE BIDDING

Bid No.: NCB /IFB No:38/ APRRP/PRED/PRKM District/ROAD/004,2018-19,
Dt.16-07-2018

1. The Government of India has applied for financing from the ASIAN INFRASTRUCTURE INVESTMENT BANK towards the cost of Andhra Pradesh Project **TO PROVIDE RURAL ROAD CONNECTIVITY TO UNCONNECTED HABITATIONS OF 250+ POPULATION** and intends to apply a part of the funds to cover eligible payments under the contracts² for construction of works as detailed below.
 2. Bidding will be conducted through National Competitive Bidding procedures in accordance with AIIB Procurement Policy (PP) and Associated Interim Operational Directive on Procurement Instructions for Receipts (PIR) as agreed with the AIIB.
 3. Bidders from India should, however, be registered with the Government of India or other State Governments/Government of India, or State/Central Government Undertakings.
 4. **Bidders are advised to note the clauses on eligibility (Section I ITB Clause-3) and the qualification criteria (Section 1 - ITB Clause-4) to qualify for award of contract.**
 5. The Engineer-In-Chief, PR will invite online bids simultaneously for the construction of Road and Bridge Works (Approximately Batch-II 22 Packages). Therefore the bidders may submit bids for any or more packages as per the eligibility.
 6. Bidding documents are available online on www.eprocure.gov.in from **23-07-2018 11.00** Hours to **23-08-2018 15.00** Hours. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
 7. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.eprocure.gov.in.
 8. All Bids must be accompanied by a bid security of the amount specified in below table, in favour of Engineer-in-Chief, PR, Vijayawada. Bid security will have to be in
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the form as specified in the bidding document/ITB to bidders and shall have to be valid for 180days from last date of submission of bids.

9. Bids must be submitted online on www.eprocure.gov.in or before 15:30 hours on **23-08-2018** and the 'Technical Part' of the bids will be opened online on **28-08-2018** at 11:00 hours. 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. The electronic bidding system would not allow any late submission of bids.
10. The bidders are required to submit (a) registration on e-procurement website (if not previously registered); (b) original bid security as specified in ITB/BDS ; and (c) original affidavit regarding correctness of information furnished with bid document with Engineer-In-Chief, PR, Vijayawada before the opening of the technical part of the Bid i.e. before **27-08-2018, 15.00** Hours either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
11. A pre-bid meeting will be held on **02-08-2018** at 11.00hrs. At the office of Office of the Engineer-In-Chief, PR, Vijayawada 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.
12. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

TABLE

IFB no	Package No.	Call No	Name of the roads	Approx. value of work (ECV) Rs: in Lakhs	Bid Security (Rs.) in Lakhs	Period of completion in months (Including Monsoon)	Name of the Superintending Engineer, PR
38	25/APRR P/PRED/ PRKM/Road/004 consists of 63road works	1		7454.13	74.54	24	Superintending Engineer, PR, Prakasam.

Sl.No	Name of the Work
1	Construction of Road from Kanigiri - D.G.Peta R&B road to Bodavuladinne of C.S.Puram mandal.
2	Construction of Road from S.R.Puram - Konapalli R&B road to Balupalli of C.S.Puram mandal.
3	Construction of Road from Pedarajupalem to Yeguvapalli of C.S.Puram mandal.
4	Construction of Road from Kanigiri - D.G.Peta R&B road to Ranganayunipalli of C.S.Puram mandal.
5	Construction of Road from S.R.Puram - Konapalli R&B road to Boyamadugula of C.S.Puram mandal.
6	Construction of Road from S.R.Puram - Konapalli R&B road to Pillipalli of C.S.Puram mandal.
7	Construction of Road from D.G.Peta to Darsiguntla via Bonthavaripalli of C.S.Puram mandal.
8	Construction of Road from Kanigiri - D.G.Peta R&B road to Gorantlapalli of C.S.Puram mandal.
9	Construction of Road from Kovilampadu to Mittapalem village of C.S.Puram mandal.
10	Construction of Road from OV road to Mittapalem of H.M.Padu mandal.
11	Construction of Road from Kutagundla to Naravagopalapuram of H.M.Padu mandal.
12	Construction of Road from H.M.Padu - Lingareddypalli road to Rasheedpuram of H.M.Padu mandal.
13	Construction of Road from Ummannapalli to Usullapalli of H.M.Padu mandal.
14	Construction of Road from Mogalluru - Vemulapadu R&B road to Veeraramapuram of H.M.Padu mandal.
15	Construction of Road from Kistampalli to masaipeta (via) Edaripalli of H.M.Padu mandal.

Sl.No	Name of the Work
16	Construction of Road from National Highway to Thummagunta of Kanigiri mandal.
17	Construction of Road from Approach road to Buddayapalli of Kanigiri mandal.
18	Construction of Road from Baduguleru to Ganugapenta of Kanigiri mandal.
19	Construction of Road from Vangapadu R&B road to Yeguvapalli of Kanigiri mandal.
20	Construction of Road from Kanigiri - D.G.Peta R&B Road to Turakapalli of Kanigiri mandal.
21	Construction of Road from Guravajipeta village to Dakshanampalli of Kanigiri mandal.
22	Construction of Road from Talluru to Gundlapalem of Kanigiri mandal.
23	Construction of Road from National Highway to Kancherlavaripalli village of Kanigiri mandal.
24	Construction of Road from National Highway to Tamatamvaripalli village of Kanigiri mandal.
25	Construction of Road from Vangapadu R&B road to Botikerlapadu of Kanigiri mandal.
26	Construction of Road from National Highway to Polavaram of Kanigiri mandal.
27	Construction of Road from National Highway to Sulthanapuram of Kanigiri mandal.
28	Construction of Road from OV R&B Road to Peramgudipalli village of Kanigiri mandal.
29	Construction of Road from P.A.Padu- Botlaguduru R&B road to Murugammy via Chinavarimadugu of P.C.Palli mandal.
30	Construction of Road from Guntupalli to Thurakapalli of P.C.Palli mandal.
31	Construction of Road from Cherukurivaripalli to Paletipalli of P.C.Palli mandal.
32	Construction of Road from Peda Irlapadu to Pillivaripalli of P.C.Palli mandal.
33	Construction of Road from Kammavaripalli to Kothapalli of P.C.Palli mandal.
34	Construction of Road from OV R&B Road to Vaddevaripalem of P.C.Palli mandal.
35	Construction of Road from P.A.Padu - Botlaguduru R&B road to Metlavaripalli of P.C.Palli mandal.
36	Construction of Road from Padamatipalli to Malinenivaripalli of P.C.Palli mandal.
37	Construction of Road from Murugammy ZP road to Ayyavaripalli of P.C.Palli mandal.
38	Construction of Road from Neredupalli - Murugammy ZP road to Jangalapalli of P.C.Palli mandal.
39	Construction of Road from OV R&B Road to Gudevaripalem in P.C.Palli Mandal. of P.C.Palli mandal.
40	Construction of Road from R&B road to Renimadugu of Pamuru mandal.

Sl.No	Name of the Work
41	Construction of Road from R&B road to Rajasahebpeta of Pamuru mandal.
42	Construction of Road from R&B road to Venkatapuram of Pamuru mandal.
43	Construction of Road from Bodawada to Akkampeta of Pamuru mandal.
44	Construction of Road from R&B road to Kondareddypalli of Pamuru mandal.
45	Construction of Road from R&B road to Regichetlapalli of Pamuru mandal.
46	Construction of Road from R&B road to Kandulavaripalli of Pamuru mandal.
47	Construction of Road from PR Road to Karollapadu of Pamuru mandal.
48	Construction of Road from R&B Road to Puttamanainipalli of Pamuru mandal.
49	Construction of Road from R&B Road to Thiragaladinne of Pamuru mandal.
50	Construction of Road from R&B road at Botlaguduru to Patimeedapalli of Pamuru mandal.
51	Construction of Road from R&B road to Balijapalem of Pamuru mandal.
52	Construction of Road from R&B road at Atchampalli to Ayyavaripalli of Pamuru mandal.
53	Construction of Road from PR Road to Pothavaram of Pamuru mandal.
54	Construction of Road from R&B road to Kothapalli of Pamuru mandal.
55	Construction of Road from Kandukur - Pamuru R&B Road to Ganganagar colony of Pamuru mandal.
56	Construction of Road from Jallapalem to Musilipalli of Veligandla mandal.
57	Construction of Road from Hussainpuram to Narasamambapuram of Veligandla mandal.
58	Construction of Road from Kanigiri - D.G.Peta R&B road to Ballavaram of Veligandla mandal.
59	Construction of Road from Kanigiri - D.G.Peta R&B road to Padmapuram of Veligandla mandal.
60	Construction of Road from Kanigiri - D.G.Peta R&B road to Chowdavaram of Veligandla mandal.
61	Construction of Road from Mogalluru - Vemulapadu R&B Road at 36/6 to G.Kandrika of Veligandla mandal.
62	Construction of Road from Mogallueru - Vemulapadu R&B road to Kammapadu of Veligandla mandal.
63	Construction of Road from R&B Road to Panduva of Veligandla mandal.

Engineer-In-Chief, Panchayat Raj, ZP Compound, Vijayawada,
Name: Sri R.VenkateswaraRao,
Address: Engineer-In-Chief, Panchayat Raj, ZP Compound, Vijayawada,
Office Phone No: 0866-2573958
Tel. No. Mobile: 9440905868

Engineer-In-Chief
Panchayat Raj
Vijayawada

***The values should be rounded off to the nearest ten thousands of rupees.**

****The IFB should be identical to that which appeared in the press/ website.**

SBD For Procurement Of Works

Summary

PART 1 –BIDDING PROCEDURES

Section I:Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts.

SectionI. Contains Provisions

Section II . Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section-I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section includes the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV: Bidding Forms

This Section includes the forms which are to be completed by the Bidder and submitted as part of his Bid.

Section V.Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Prohibited Practices

This Section provides the Bidders with the reference to the Bank's policy inregard to Prohibited Practices applicable to this process.

PART 2 –WORKSREQUIREMENTS

Section VII. Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

PART 3 –CONDITIONS OF CONTRACT ANDCONTRACTFORMS

Section VIII. General Conditions (GC)

This Section contains the general clauses to be applied in all contracts.

Section IX. Particular Conditions (PC)

This Section consists of PartA, Contract Data, which contains data, and PartB, Specific Provisions, which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

Section X: Contract Forms

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

Section I. Instructions to Bidders

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

SECTION I - INSTRUCTIONS TO BIDDERS

A. General

- | | |
|-------------------------------|---|
| 1.Scope of Bid | <p>1.1 The Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section VII (Work's Requirements)& Invitation for Bids (IFB). The name, identification, and number of contracts of this bidding are specified in the BDS.</p> <p>Throughout this Bidding Document:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form and delivered against receipt; (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and (c) "day" means calendar day. |
| 2. Source of Funds | <p>2.1 The Government of India or the Recipient (hereinafter called "Borrower") specified in the BDS has received/applied for financing (hereinafter called "funds") from the (AIIB)Asian Infrastructure Investment Bank (hereinafter called "the Bank") in an amount specified in the BDS, towards the cost of the project specified in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p> |
| 3.Prohibited Practices | <p>3.1 The Bank requires compliance with its policy in regard to prohibited practices as set forth in Section VI.</p> |

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

https://www.aiib.org/en/policies-strategies/download/policy-on-prohibited-practices/policy_on_prohibited_practices.pdf

4. Eligible Bidders

- 4.1.1 A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV), under an existing agreement, or with the intent to constitute a legally-enforceable joint venture, unless otherwise **specified in the BDS.**

- [a] **Joint Ventures-** as specified in bid data sheet
- [b] In case of a successful bid, the Agreement, shall be signed so as to be legally binding on all members;
- [c] one of the members shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- [d] the member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the member in charge;
- [e] In case of Joint venture, all members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement [in case of a successful bid];
- [f] The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; All parties combined must meet 100% requirement.
- [g] The joint venture agreement should be legally enforceable as **specified in BDS** so as to be legally valid and binding on members; and
- [h] a copy of the Joint Venture Agreement entered into by the

members shall be submitted with the bid. 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.

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

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

the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Prohibited Practices Policy as applicable in Projects Financed by AIIB, shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration (**Not Applicable**).
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the

Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required;

- 4.8 This bidding is open to prequalified Bidders unless specified in the BDS.
- 4.9 Bidder shall provide such 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.

**6. Sections of
Bidding
Document**

B. Contents of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Work's Requirements

- Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

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

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

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

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

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

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

8. Amendment of Bidding Document

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

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

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English.

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.

The Technical Part shall contain the following:

Letter of Bid and Appendix to Bid – Technical Part;

(a) Completed Schedules, in accordance with ITB 12, as **specified in BDS**;

(b) Bid Security, in accordance with ITB 19.1

(c) Alternative bids are **Not Acceptable as specified in BDS**

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;

(e) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract.

(f) Technical Proposal in accordance with ITB 16;

(h) **As Specified in BDS**

- (g) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria; and
- 11.2. In addition to the requirements under ITB 11.1, the bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3. The 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.
- 11.4 **The Financial Part shall contain the following:**
- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;
 - (b) Bill of Quantities completed online in accordance with ITB 12 and ITB 14;
 - (c) Any other document required in the BDS.
- 11.5 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter Of Bid and Schedules**
- 12.1 The Letter of Bid– Technical Part, Letter of Bid – Financial Part, Schedules, and Bill of Quantities, shall be prepared using the relevant forms in Section IV (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

Entire Bid including the Letter of Bid and filled-up Bill of Quantity shall be submitted online on e-procurement system specified in ITB 7.1.

12.2. Process of Bid Submission:

Details and process of online submission of the tender and relevant documents are given in the website in www.eprocure.gov.in. 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 bid security in approved form; and (ii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document is not to be submitted.

- 13.Alternative Bids**
- 13.1 Unless otherwise specified in the BDS, **alternative bids shall not be considered**. Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications.
- 13.2 Alternative times for completion shall not be permitted as specified in BDS.
- 13.3 Not Applicable.
- 13.4 Alternative technical solutions shall not be permitted as specified in BDS.
- 14.Bid Prices and Discounts**
- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and BOQ-Financial Part, and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works as packages described in ITB 1.1 by filling percentage excess (+) or less (-) Over ECV. The percentage applicable in all items of works.
- 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, including any discounts offered. (Not applicable)
- 14.4 The bidder shall quote Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the percentage quoted by the Bidder shall be fixed.
- 14.6 If so indicated in ITB 1.1, bids are invited for individual packages (contracts). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all packages/contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract excluding GST, or for any other cause, as applicable on the deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

- 14.8 Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under AIIB Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (contractor). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding documents.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India Central Excise Notification and Customs Notification as perform stipulated in Section IV. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the goods/construction equipment for which certificate is required is Nil.

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

No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. If the bidder has considered the customs/excise duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of customs/excise duty exemption for materials/construction equipment or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected.

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

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| 15.Currencies of Bid and Payment | 15.1 The currency (ies) of the bid and the currency (ies) of payments shall be as specified in the BDS. The bid price / percentage quoted by the Bidder 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 per details stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time. |
| 17.Documents Establishing the Qualifications of the Bidder | <p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section IV(Bidding Forms).</p> <p>17.3. Bids shall be disqualified if a Bidder proposes to associate JV with a debarred/block listed Bidder or in case of a disqualified joint venture, any of its members.</p> |
| 18.Period of Validity of Bids | <p>18.1 Bids shall remain valid for 180 days or for a period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for Fifty Six (56) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.</p> <p>18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> (a) Not applicable. (b) Not applicable. (c)In any case, bid evaluation shall be based on the bid price percentage without taking into consideration any applicable correction. |
| 19. Bid Security | 19.1 Unless otherwise specified in the BDS , the Bidder shall furnish as part of the Technical Part of its bid, in original form, a bid security for the amount specified in BDS . |

- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms The bid security shall be; **Not applicable.**
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in the following form:
- (a) an unconditional bank guarantee, issued by a Nationalized/Scheduled bank located in India;
 - (b) Not applicable
 - (c) Not applicable
 - (d) No other form of security is accepted as specified in **BDS**
- Note:** **In case of a bank guarantee**, the bid security shall be submitted using the Bid Security form included in the Section IV (Bidding Forms). The form must include the complete name of the Bidder. The bid security shall be valid Fifty six (56) days beyond the original validity period of the bid. Two hundred and thirty six days (236) days from the last date of submission of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 The Bid Security shall be as specified pursuant to ITB 19.1, any bid not accompanied by a Security 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 of the performance security pursuant to ITB 45.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited:
- (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid- Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereto provided by the Bidder in accordance with ITB 18.2 or
 - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 31 or
 - (c) if the successful Bidder fails to:
 - (i) **sign the Contract in accordance with ITB 42; or**
 - (ii) **furnish a performance security in accordance with ITB 43.**
- 19.8 The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security shall be in the names of all 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 on the Letter of Bid, or

(b) if the successful Bidder fails to sign the Contract in accordance with ITB 42; or furnish a performance security in accordance with ITB 43;

(c) 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 prescribed in ITB 11.

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

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the bid.

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

20.5 The Bidder shall furnish information as described in the letter of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission and Opening of Bids (Online).

**21. Preparation of
Bids**

21.1. Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website.

The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited.

A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**).

The bidder should register in the 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.

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| 21.2 | The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security. |
| 21.3 | All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission. |
| 21.4 | Any Physical Form, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive. |
| 22. Deadline for Submission of Bids | <p>22.1 Bids must be uploaded online no later than the date and time indicated in the BDS and shall follow only electronic bid submission procedure.</p> <p>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.</p> |
| 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 in accordance with ITB 22.1. |
| 24. Withdrawal and Modification of Bids | <p>24.1 Bidders may modify/withdraw 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.</p> <p>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, as specified in BDS.</p> |

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

PUBLIC OPENING OF TECHNICAL PARTS OF BIDS

25.Public Opening of Technical Parts of Bids

- 25.1 Except in cases specified in ITB 23 and 24, 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 choose to attend, and this could also be viewed by the bidders online.

The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened.

Thereafter bidder's names, and such other details as the Employer may consider appropriate will be notified online as Technical Part bid opening summary.

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

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

E. EVALUATION AND COMPARISON OF BIDS

26.Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until

information on Contract award is communicated to all Bidders in accordance with ITB 41.

- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing/on line.

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 including breakdown of unit rates, giving a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

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

**29.Determination
of
Responsiveness**

- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (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 Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30.Nonconformities,
Errors, and
Omissions**

- 30.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid which does not constitute a material deviation, reservation or omission.
- 30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price

of a missing or non-conforming item or component in the manner **specified in the BDS.**

**31. Correction of
Arithmetical errors.**

Not Applicable.

**32. Conversion to
single currency.**

Not Applicable.

**33. Margin of
Preference**

Not Applicable

34. Sub-Contractors

- 34.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation as specified in BDS.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the BDS. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

Evaluation of Technical Parts of Bids

**35. Evaluation of
Technical Parts**

- 35.1 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.

**36. Qualification of
the Bidder**

- 36.1 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.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 36.3 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.

- 36.4 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.

F.Public Opening of Financial Parts of Bids

37.Public Opening of Financial Parts

- 37.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify through website 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 and time for public opening of Financial Parts of the Bids.
- 37.2 The Employer shall, simultaneously, notify 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;
 - (a) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
 - (b) notify them of the date, time, and place of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**
- 37.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, per lot (contract) if applicable, including any discounts, 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.

EVALUATION OF FINANCIAL PARTS OF BIDS

38.Evaluation of Financial Parts

- 38.1 To evaluate the Financial Part, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision,

if any, for contingencies in the Summary Bill of Quantities but excluding Day work items, where priced competitively;

- (b) price adjustment due to discounts offered in accordance with ITB 14.4;
- (c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.2; and
- (d) the additional evaluation factors as specified in Section III, Evaluation and Qualification Criteria.

38.2. 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.

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

38.4. Comparison of Financial Parts

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

38.5. Unbalanced and Front loaded Bids

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

38.6 Abnormally Low Bids

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.

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.

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 Employers shall reject the Bid.

- 39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 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.

G. Award of Contract

- 40. Award Criteria** 40.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder that meets the Qualification Criteria, whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document.

- 41. Notification of Award** 41.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

Publication of Award and resource to unsuccessful bidders 41.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 41.3 The Employer within 3 weeks of issue of notification of award shall publish in a national website GoI Central Public Procurement Portal <https://eprocure.gov.in/cpppp/>) or on the Employer's website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted the bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

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

- 42. Signing of Contract,** 42.1. Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

- 42.2 The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of acceptance. Within 21 days of

- receipt of Letter of acceptance, the successful Bidder shall sign the Agreement and furnish the performance security in accordance with ITB Clause 43 and revised construction methodology.
- 43.Performance Security**
- 43.1. Within twenty-one (21) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38.5, GCC-50.1, using for that purpose the Performance Security and ESHS Security Forms included in Section X (Contract Forms). The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 43.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 43.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security pursuant to ITB Clause 43.1, 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.
- 44.Adjudicator or Dispute Review Expert**
- 44.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator (or Dispute Review Expert) under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in Letter of Bid.
- If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator [or Disputes Review Expert] proposed by the Bidder, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator [or Disputes Review Expert].

Section II - Bid Data Sheet (BDS)

A. General

ITB 1.1	The Employer is : Engineer-In-Chief, Panchayat Raj, Government of Andhra Pradesh
ITB 1.1	The name of the work is: Package No: 25 /APRRP/ PRED/PRKM/ROAD /004 consists of 63 No. of road works in Kanigiri Constituency of Praksam District . Estimated Contract Value: Rs: 7454.13 Lakhs . The identification number of the Package work is: 25 /APRRP/ PRED /PRKM/ROAD/004
ITB 2.1	The Borrower is Government of India . The Sub-Borrower is Government of Andhra Pradesh . The Employer is Engineer-In-Chief, Panchayat Raj .
ITB 2.1	The name of the Project is: Andhra Pradesh Rural Road Project (APRRP) assisted by ASIAN INFRASTRUCTURE INVESTMENT BANK (AIIB) Loan or Financing Agreement amount: US Dollars millions i.e.,Rs: Crores
ITB 4.1.1& 4.1.2 [a] to [j]	<ul style="list-style-type: none"> a) Bids from Joint ventures are not allowed for packages less than 50.00 crores. b) Bids from Joint ventures for packages >50.00 crores maximum between three firms are acceptable. c) In case of Joint venture between (3) three parties the lead parties shall meet 40% of basic qualification criteria remaining two parties, each party shall meet 30% of basic qualification criteria d) In case of Joint venture between (2) two parties the lead party shall meet 60% of basic qualification criteria remaining party shall meet 40% of basic qualification criteria i) Legally enforceable Joint venture agreement shall be submitted. j) the bid shall include all the information listed in Bidders Qualification Forms for all the Members. The maximum number of members in the Joint Venture shall be three parties for the packages costing more than Rs.50.00 Crores/ USD 7.65 mn.
ITB 4.4	A list of debarred firms and individuals is available at the Bank's external website http://www.aiib.org/debaredlist .

B. Bidding Documents

ITB 7.1	For Evaluation purpose through Electronic –Procurement System. The Employer shall use the following electronic-procurement system to manage this Bidding process: http://eprocure.gov.in on Central Public Procurement Portal displaying Organaion name in eprocure.gov.in portal is Government of Andhra Pradesh . Requests for any clarification should be received by the Employer no later than 14 days prior to deadline for submission of bids .
ITB 7.4	A Pre-Bid meeting “shall” take place at the following place date, time and: Date: 02-08-2018 Time: 11.00 hours Place: Office of the Engineer-in-Chief, Panchayat Raj, ZP Compound,

	Bandar Road, Vijayawada-520002, Krishna District, Andhra Pradesh. Phone No: 0866-2573958. Cell No: 9440905868. Email: aprrp.procurement@gmail.com
ITB.8 8.1	Amendment to bidding document The addendum will appear on the e-procurement system under Latest Corrigendum and email notification is also automatically sent to those bidders who have started working on this tender.
ITB.10.1	The language of the bid is : English All correspondence exchange shall be in English language

C. Preparation of Bids

ITB 11.1 & 11.2	<p>The Bidder shall submit with its bid the following documents and schedules:</p> <ul style="list-style-type: none"> (i) The Technical Part and (ii) The Financial Part <p>The Technical Part shall contain the following</p> <ol style="list-style-type: none"> 1) Letter of Bid – Technical Part; 2) completed Schedules, in accordance with ITB 12, as specified in BDS; 3) Bid Security, in accordance with ITB 19.3.a 4) alternative bids – technical part, in accordance with ITB 13; Alternate bids are not acceptable. 5) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; 6) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract, if its Bid is accepted; 7) Technical Proposal in accordance with ITB 16; 8) Construction methodology proposed as detailed in Para 1.1 of Section III Evaluation Criteria; and ITB 11.1 (i) 9) A Preliminary and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans including Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations including compliance with applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, as per the Appendix to Technical part (ESHS-MSIP & Annexure-IV) as specified in GCC 15 & 26. 10) A Preliminary Environment Management Plan prepared as per the Appendix to Technical part (ESHS-MSIP & Annexure-V) of the project under the contract as specified in GCC 15 & 26
ITB 11.4 (d)	NA
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 following original documents, as per ITB clause 11 the Employer's address is: (a) registration on e-procurement website (if not previously registered); (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document Address: Attention: 1.Sri. R.VenkateswaraRao, Place: Office of the Engineer-in-Chief, Panchayat Raj, ZP Compound, Bandar Road, Vijayawada-520002, Krishna District, Andhra Pradesh. Phone No: 0866-2573958.
ITB 13.1	Alternative bids shall not be permitted.
13.2	Alternative Times for completion shall not be permitted.
13.4	Alternative technical solutions shall not be permitted
ITB 14.5	The price quoted by the Bidder "shall not be"subject to adjustment. However during the performance of the Contract the provisions of sub clause 45.5 of PCC are applicable.
ITB 15.1	The currency(ies) of the bid and the payment currency(ies) shall be entirely in local currency in Indian Rupees
ITB 18.1	The bid validity period shall be: 180days/ Six Months.
ITB 18.3 (a)	The factor is Zero per annum
ITB 19.3.a	The Bidder shall furnish a bid security in the amount of Rs. 74.54 lakhs in the form of an unconditional bank guarantee, only issued by a Nationalized/Scheduled bank located in India
ITB 19.3 (d)	Other types of securities are not acceptable i.e., Demand Draft, letter of credit, Bankers cheques etc.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Legally enforceable Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid;

D. Online Submission and Opening of Bids

ITB 21.1	Class of DSC required is: II Class
ITB 22.1	The deadline for uploading of bids is: Date:23-08-2018 Time: 15.30 hours
ITB 24.1	Re-submission of the bid is allowed if withdrawn before the dead line of the submission of bid.
Public Opening of Technical Parts of Bids	
ITB 25.1	The online bid opening of Technical Parts of Bids shall take place at: Office of the Engineer-in-Chief, Panchayat Raj, ZP Compound,

	Bandar Road, Vijayawada-520002, Krishna District, Andhra Pradesh. Phone No: 0866-2573958. Cell No: 9440905868. Date: 28.08.2018 Time:11.00 Hrs
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Evaluation of Bids

ITB 30.3	Not Applicable
ITB 33	Not Applicable
ITB 34	At this time the Employer does not intend” to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.2	Not applicable
ITB 34.3	<p>(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is:25% of the total contract amount</p> <p>(b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Bid Submission Form, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate.</p> <p>(c) Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
ITB.35.1	Evaluation of Technical Parts of Bids
ITB.36.1- 36.4	Qualification of Bidder

F- Public Opening of Financial Parts of Bids

ITB 37 & 37.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the place, date and time of the public opening of Financial Parts.</p> <p>The online bid opening of Financial Parts of Bids shall take place on: Place:Office of the Engineer-in-Chief, Panchayat Raj, ZP Compound, Bandar Road, Vijayawada-520002, Krishna District, Andhra Pradesh. Phone No: 0866-2573958. Cell No: 9440905868. Date: 00.00.2018 Time: 00.00 Hrs</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website...www.eprocure.gov.in</p>
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ITB.38.1-38.5	Comparison of Financial Parts
ITB 38.6	Abnormally Low Bids as specified in ITB 38.6
ITB 43	<p>Performance Security: In addition to 5% of Performance security, the successful Bidder shall also be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security 1.5% on accepted contract price up to end of defect liability period.</p> <p>Note: throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security 5% and the ESHS performance security 1.50%' to be submitted by the successful bidder in the amounts specified in GCC/ 50]</p>
ITB 44.1	<p>The Adjudicator/Dispute Review Expert proposed by the Employer is: Sri _____, Retd, Chief Engineer, PanchayatRaj. The daily fee for this proposed Adjudicator/Dispute Review Expert shall be:Rs. 15,000/- The biographical data of the proposed Adjudicator/Dispute Review Expert is as follows:</p> <p style="text-align: right;">_____ Panel</p> <p>of Adjudicator/Dispute Review Expert _____ Curriculum Vitae of</p> <ol style="list-style-type: none"> 1.Sri C.V Ramamurthy, Retd., Engineer-In-Chief, PR. 2.Sri.K.Venkateswara Rao, Retd., Chief Engineer, PR. 3.Sri. K.Ravi Babu ,Retd., Chief Engineer, RWS. 4. Sri. P.Subrahmanyam Sastry , Retd., Chief Engineer, PR.

Section III - Evaluation and Qualification Criteria

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 implementation of the Environmental Management Plan, and safety Assurance under the contract backed with equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

1.2 Not Applicable.

1.3 Specialised Subcontractors: Not Applicable

2. Evaluation

In addition to the criteria listed in ITB 36.1 the following criteria shall apply:

2.1 Assessment of adequacy of Technical Proposal with Requirements

3. Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Firm or Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
1.Eligibility							
1.1	Nationality	Nationality in accordance with ITB Sub-Clause 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI –1.1 and ELI-1.2 With attachments
1.2	Conflict of Interest	No conflicts of interest in ITB Sub-Clause 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.3	Bank eligibility	Not having been declared ineligible by the Bank, as described in ITB Sub-Clause 4.4.& 4.7.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Letter of Bid
1.4	Government Owned Entity	Bidder to meet conditions of ITB Sub-Clause 4.5. The entity should not be a dependent agency of the borrower or sub-borrower or Employer.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Forms ELI -1.1 and 1.2 with attachments
1.5	Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws	Must meet requirement				Forms ELI -1.1 and 1.2 with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Firm or Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
		or official regulations against commercial relations with the Bidder's country, in accordance with ITB 4.7 and Section V.					
2 Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ² did not occur as a result of contractor default since 1 st January [2013].	Must meet requirement ¹ ² by itself or as member to past or existing JV	Must meet requirement	Must meet requirement ³	Must meet requirement	Form CON - 2
2.2	Suspension due to withdrawal of the Bid within Bid validity	Not under suspension due to withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	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	Must meet requirement by itself	Not Applicable	Must meet requirement	Must meet requirement	Form CON - 2

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Firm or Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
		Bidder					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1 st January [2013]	Must meet requirement by itself	Must meet requirement	Must meet requirement	Must meet requirement	Form CON - 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-	Must meet requirement	Must meet requirement	Must meet requirement	Form CON-3 ESHS Performance Declaration

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

³ This requirement also applies to contracts executed by the Bidder as JV member

⁴ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Firm or Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
		regulations in the past five years ⁴ .	contractor/s must also make the declaration.				
3 Financial Situation and Performance							

⁴ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
3 Financial Situation and Performance							
3.1	Financial Capabilities	(a) The Bidder shall demonstrate that it has access to, or has available, liquid assets, sufficient to meet the construction cash flow requirements estimated as 25% contract Value for Rs: 1863.54 Lakhs the subject contract(s) net of the Bidders other commitments (b) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments (c) The audited balance sheets or, if not required by the laws of the	(a) Must meet requirement 				

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
		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		
NOTE: The construction cash flow requirement should be for a number of months determined as the total time needed to pay contractor invoice by the Employer. The cash flow should not normally exceed 3 months peak contract requirements and availability should be certified by Bank (Nationalized or Scheduled Bank in India) in form							
3.2	Annual Construction Turnover	Achieved in at least one financial year (in the last five years) a minimum annual financial turnover ⁵ in civil engineering construction	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form FIN - 3.2

⁵ At 2018-19 price level. Financial turnover of previous years shall be given weight age @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.

Qualification Criteria:

Financial Turnover: $1.50 \times \text{ECV} / N$, where N is period of contract in years.

Minimum quantities required in any one financial year of last five financial years: $0.75 \times \text{Total quantity} / N$ where N is period of contract in years.

Liquid Assets or availability of credit facilities: 25% of ECV

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
		work of Rs 5590.60 Lakhs, In words Rs. Fifty Five crores Ninety lakhs Sixty Thousand only) calculated as total certified payments received for contracts in progress or completed,					
4. Experience							
4.1	General Construction Experience	Experience under construction contracts for similar works such as those pertaining to Road Works in the role of contractor, JV member, sub-contractor, or management contractor for at least the last five [5] years prior to the bid submission deadline	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP – 4.1
4.2 (a)	Specific Construction	Bidder should have successfully completed	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP 4.2(a). The contractor

Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
	Experience	as a prime contractor, JV member ⁶ , management contractor or sub-contractor, minimum 50% of similar nature of work and size of single contract in last five financial years or 100% of similar nature of work and size of group of three (3) contracts during last financial years (not less than 90% of contract value) within the last five (5) years (FY 2013-14 to FY 2017-18), with a value ⁷ of at least (50%) Rs: 3727.07 lakhs or		nt			should have borne responsibility for execution of works to the extent he claims experience. A contractor should not claim experience for the works he has never executed.

⁶ 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.

⁷ At **2018-19** price level. Cost of completed works of previous years shall be given weightage @5% per year based on rupees value to bring them to the price level of the financial year in which bids are received.

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
		(100%) Rs: 7454.13 lakhs , which is similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VII, Employer's requirements.					
<p>The value of the completed contract for similar works should not be less than 80% of the estimated contract value of the work for which bids are invited. A work where 90% of contract value is paid is considered as completed.</p> <p>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</p>							
4.2 (b)	Specific Experience	b) For the above or other contracts executed during the period	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form EXP

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (Existing & Intended)			Submission Requirements
				All parties combined	Each member	One member	
	attachments submitted in proof of the qualification requirement; - record of poor performance such as abandoning the works, not properly completion or financial failures etc. - consistent history of litigation or arbitration awards against the bidder or any member or the joint venture. Participated in the previous bidding (if this is a re-bidding) for the same work and had quoted unreasonably high bid price and could not furnish any rational justification for the same to the Employer.						

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).

3.5 Personnel

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

Availability for this work of a Project Manager with no less than five years' experience in construction of similar civil engineering works and other key personnel with adequate experience as required; and as given below

Sl.No.	Designation of Personnel (position)	Up to 50 works	Between 50-75 works	Above 75 works	Minimum Qualification	Minimum years of experience
		No	No	No		
1	Project Manager	1	1	1	B.E Civil	7 Years Experience
2	Deputy Project Manager	2	2	3	B.E Civil	>5 Years Experience
3	Sr. Construction Engineer	2	3	4	B.E Civil	>5 Years Experience
4	Environmental Expert	1	1	1	Degree in relevant field	>5 Years Experience
4	QA/QC Engineer	2	4	6	B.E Civil	3 Years Experience
5	Safety Expert (certified)	1	2	3	Degree/Diploma in relevant field with certification from Reputed institution	3 Years Experience
6	Planning Engineer	2	4	5	B.E Civil	3 Years Experience
7	Site Engineer	6	10	15	B.E Civil	2 Years Experience
8	Site Supervisors	10	15	25	Diploma	3 Years Experience

Bidder should furnish Curriculum Vitae to confirm their meeting the requirements.

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 PWD Government Departments.
- [ii] with out Government permission, any person who retired as gazetted officer within the last two years.

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

3.6 Equipment

Each bidder should further demonstrate availability (either owned or leased or to be procurement against mobilization advances) of the following key and critical equipment for this work.

Sl. No.	Equipment type and characteristics	Up to 50 works	Between 50-75 works	Above 75 works
1	Hot mix Plant with Electronic Controls batch type 40-60 TPH Capacity or Higher	1	1	2
2	Paver Finisher	1	2	3
3	Tipper Trucks	6	8	12
4	Motor Grader/Tractor Grader	1	2	4
5	Dozer	1	2	4
6	Front end loader	2	4	6
7	Smooth wheeled Roller (8-10T)	2	4	6
8	Vibratory Roller	3	5	8
9	Water Tankers	4	6	10
10	Bitumen Sprayers/Pressure Distributor	1	2	4
11	Tandem Rollers	2	4	6
12	Wet Mix plants (Pug Mill)	1	2	4
13	Weigh Batch Concrete Mixers	3	5	8
14	Needle/ Pan/Screed Vibrators	6	8	12
15	Other Machinery & Equipment as required to complete the work in time			
16	Quality Control lab (as required)			

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

SECTION-IV.

BIDDING FORMS

Letter of Bid – Technical Part

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

Date: _____

Invitation for Bid No.: _____

**To: Engineer-In-Chief, Panchayat Raj
 Vijayawada - 520002**

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

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

In submitting our Bid, we make the following declarations:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works: _____;
- (d) Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) We accept the appointment of Sri _____, Retd., Chief Engineer as the Adjudicator/Dispute Review Expert
[or]
We do not accept the appoint of _____ as he Adjudicator/Dispute Review Expert, and propose instead that _____] be appointed¹⁰ as Adjudicator/Dispute Review Expert, whose daily fees and biographical data are attached;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 4.2,
- (h) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council (ITB 4.7);
- (i) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5¹¹;
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of prohibited practises.
- (k) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against prohibited practices of corruption in force in India on date namely "Prevention of Corruption Act 1988."

- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative:

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

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

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

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

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

*:

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

¹⁰In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 44, the replacement should also be proposed from the list of same institution.

¹Use one of the two options as appropriate.

Technical Proposal

Technical Proposal Forms

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

Appendix to Technical Part

Technical Proposal – Site Organization

Insert Site Organization information

Technical Proposal – Method Statement

insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated review of completion as per mile stones

Technical Proposal – Mobilization Schedule

Insert Mobilization Schedule

Technical Proposal – Construction Schedule

Insert Construction Schedule

Technical Proposal – Sub Contracting

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

Appendix to Technical Part

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (9 & 10) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the following:

- 1. the Works Requirements described in Section VII;**
- 2. Environmental and Social Impact Assessment (ESIA);**
- 3. Environmental and Social Management Plan (ESMP);**
- 4. Resettlement Action Plan (RAP);**
- 5. Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project); and**
- 6. specify any other relevant document/s**

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

The Bidder shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITB 11.1 (9 & 10) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the following:

- 1. the Works Requirements described in Section VII;**
- 2. Environmental and Social Impact Assessment (ESIA);**
- 3. Environmental and Social Management Plan (ESMP);**
- 4. Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project); and**
- 5. specify any other relevant document/s**

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

Appendix to Technical Part

Forms for Personnel

Form PER – 1: Proposed Personnel

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

S. No.	Position	Name	Qualificati on	Years of Experien ce	Years of Experience in proposed position			
					Road Constructio n works	Bridge works	Others*	Total

(*specify nature of experience)

Appendix to Technical Part Form 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). The Bidder shall provide all the information requested below.

[illegible]

Appendix to Technical Part

Form SC-Sub Contracting

SCHEDULE OF SUBCONTRACTORS

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

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

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

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

Appendix to Technical Part

Bidder's Qualification

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

Appendix to Technical Part

Form-ELI -1.1: Bidder Information Form

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

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

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

1.1 Bidder Information			
Bidder's legal name			
In case of JV, legal name of each member			
Bidder's country of constitution			
Bidder's year of constitution			
Bidder's legal address in country of constitution			
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)			
<p>Attached are copies of the following original documents.</p> <ol style="list-style-type: none"> 1. In case of single entity, articles of incorporation or constitution of the legal entity names above, in accordance with ITB 4.1.1 and 4.3. 2. Authorization to represent the firm in above, in accordance with ITB 20.2. 3. In case of government-owned entity, documents establishing legal and financial authority and compliance with the principles of commercial law in accordance with ITB 4.5 read with Sub-clause 2.1.4 of Qualification Criteria. 4. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 			

Appendix to Technical Part

Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Bidder]

Bidder's Name: -----[insert full name] Date:-----[insert day, month, year]

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

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

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the (number) years specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.1.			
<input type="checkbox"/> Contract(s) not performed during the (number) of years specified in Section III, Qualification Criteria and Requirements, requirement 2.2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (in Indian Rupees)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.2.3 as indicated below.			
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]	[insert amount]

Appendix to Technical Part

ESHS Performance Declaration

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

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

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

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

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> 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, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> 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, Social, Health, or Safety (ESHS) 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 (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]	[insert amount]
...	...	[list all applicable contracts]	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (Rs.in.....,)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: Engineer-in Chief Panchayt Raj A.P Address of Employer: Z.P.Compound, Bandar Road, Vijayawada Reason(s) for calling of performance security: [indicate main reason(s)]		[insert amount]

Appendix to Technical Part

Financial Situation

Historical Financial Performances

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

To be completed by the Bidder

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

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

2. Financial documents

The Bidder and its parties shall provide copies of the balance sheets and/or financial statements for 5 years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 2.3.1. The financial statements shall:

- a) reflect the financial situation of the Bidder, and not sister or parent companies.
 - b) 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 (no statements for partial periods shall be requested or accepted).
- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the 5 years required above; and complying with the requirements (If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified)
- ☐ Attached is a copy of certificate given from the commercial bank assuring cash flow (working capital for contraction) in the format attached.

Appendix to Technical Part

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

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

Clause 2.3.1(b) of Section II – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

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

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

-- Sd. --

Name of Bank Manager
Senior Bank Manager
Address of the Bank

Appendix to Technical Part

Annual Construction Turnover

[The following table shall be filled in by the Bidder]

Bidder's Legal Name: -----[insert full name]

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

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

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

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

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

Appendix to Technical Part

JOINT VENTURE

Sl.No	*Name and Address of J.V.Partners	Contact No. / E-mail	% of Share of Partnership	Class of Registration
1	Lead member			
2	Ist Partner			
3	IInd Partner			

*

Appendix to Technical Part

General Construction Experience

Bidder's Legal Name: -----[insert full name]

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

JV Party Legal Name: [insert full name]

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

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

Identify contracts that demonstrate continuous construction work over the past [5] years from 2013 to 2017 pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.1. List contracts chronologically, according to their commencement (starting) dates.

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

Appendix to Technical Part

Similar Construction Experience

Bidder's Legal Name:-----[insert full name]Date:-----[insert day, month, year]

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

- (A) **Work performed as prime Contractor or Sub-Contractor or Management Contractor** (in the same name and style) on construction works of a similar nature and volume over the last five years from 2013 to 2017⁸. Attach certificate from the Engineer-in-charge.

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

⁸ Immediately preceding the financial year in which bids are received.

Appendix to Technical Part

Construction Experience in Key Activities

Bidder's Legal Name: -----[insert full name] Date: -----[insert day, month, year]
 Nominated Sub-contractor's Legal Name⁹
 NCB No. and title:----[insert NCB number and title]

(B) Quantities of work executed as prime contractor or Sub-Contractor (in the same name and style) in the last five years from 2013-14 to 2017-18

Year	Name of the Work	Name of the Employer *	Quantity of Work performed (cum) @					Remarks *
			Earth Work	All types of CC	All types of BT	GSB	WBM/WMM/CRM/CRB combined qty	(indicate contract agreement Ref for each year)
2013-2014								
2014-2015								
2015-2016								
2016-2017								
2017-2018								

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

* Attach certificates from Engineer in-charge

⁹ If applicable

Appendix to Technical Part

Form for Current Contract Commitments/Works in Progress

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

(A) Existing commitments and on-going works:

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

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

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

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

Form.....

Appendix to Technical Part

(Andhra Pradesh Rural Road Project)

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

(Bidder's Name and Address)

To: Engineer-In-
Chief Panchayat Raj, ZP
Compound, Vijayawada

Dear Sir:

Ref... PACKAGE NO:

Certificate for Import/Procurement of Goods/Construction Equipment

1. We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India Central Excise Notification No.108/95 read along with all subsequent amendments including the amendment dated 01-03-2008 and Customs Notification No. 85/99.
3. The goods/construction equipment for which certificates are required are as under:

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

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction program and methodology as furnished by us alongwith 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) _____

Appendix to Technical Part

Form of Bid Security - Bank Guarantee

[Guarantor letterhead]

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

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

WHEREAS, _____ [name of Bidder]¹⁰ (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] or will submit his Bid for the construction of _____ [name of Contract] (hereinafter called "the Bid") under

Invitations for Bids No... **IFB NO: and package No:**

..... (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____¹¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 36;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This Guarantee will remain in force up to and including the date _____¹² 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]

¹⁰ Full Name

¹¹ The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

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

Letter of Bid – Financial Part

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

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

Date: _____
 Invitation for Bid No.: _____

To: Engineer-In-Chief, Panchayat Raj
 ZP Compound, Vijayawada

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

In submitting our Bid, we make the following declarations:

- (a) Our bid shall be valid for a period of 180days/Six Months from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, including any discounts offered in item (c) below is:
 - In case of only one lot, total price of the Bid -----**[insert the total price of the bid in words and figures];**
 - In case of multiple Packages, total price of each lot-----**[insert the total price of each lot in words and figures];**
 - In case of multiple Packages, total price of all packages (sum of all packages)-----**[insert the total price of all packages in words and figures];**
- (c) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are:-----[Specify in detail each discount offered.]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:----- [Specify in detail the method that shall be used to apply the discounts];
- (d) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:¹³

Name of Recipient	Address	Reason	Amount
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;">NONE</div> <div style="width: 25%;"></div> <div style="width: 25%;"></div> <div style="width: 25%;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 25%; border-top: 1px solid black;"></div> <div style="width: 25%; border-top: 1px solid black;"></div> <div style="width: 25%; border-top: 1px solid black;"></div> <div style="width: 25%; border-top: 1px solid black;"></div> </div>			

¹³If 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]**

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

Section V - Eligible Countries

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

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

Under ITB 4.7 (a) and 5.1 : None

Under ITB 4.7 (b) and 5.1 : None

Section VI. Bank Policy-Prohibited Practices

POLICY ON PROHIBITED PRACTICES of AIIB

December 8, 2016 available at https://www.aiib.org/en/policies-strategies/download/policy-on-prohibited-practices/policy_on_prohibited_practices.pdf

Prohibited Practices

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
- 1.2 Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (i) “**coercive practice**” means 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;
 - (ii) “**collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iii) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (iv) “**fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - (v) **amisuse of the Bank’s ’s resources** which means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard;
 - (vi) an **obstructive practice** which means (a) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (b) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (c) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (d) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (e) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
 - (f) “**theft**” means the misappropriation of property belonging to another party.

- 1.3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and Consultants selected pursuant to the provisions of Section II of the (PIR) and concessionaires selected pursuant to paragraph 14.3 of these Instructions(PIR), as well as the Recipient shall fully cooperate with the Bank (or a co-financier undertaking an investigation pursuant to paragraph 6.1)(PIR) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
- 1.4 If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1) (PIR):
- a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or the implementation of the contract in question; and
 - b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1, (PIR)) to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

PART 2—WORKS REQUIREMENTS

Section VII. Works Requirements

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Scope of Works

**CONSTRUCTION OF RURAL ROADS (BT/CC) and
BRIDGES AS SPECIFIED IN SCHEDULES/BoQ'S,
ACCORDING TO TECHNICAL SPECIFICATIONS AND
QUALITY STANDARDS INCLUDING MAINTENANCE**

Specification

TECHNICAL SPECIFICATIONS

PART I: GENERAL TECHNICAL SPECIFICATIONS.

1. The general Technical specifications shall be the SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (1st Revision - 2014) Of the Ministry of Rural Development MORD and (5th Revision) Ministry of Road Transport & High ways MORT&H, Govt. of India published by the Indian Roads Congress.

PART II: SUPPLEMENTARY TECHNICAL SPECIFICATIONS

1. The supplementary Technical Specifications shall comprise various Amendments/modifications/ additions to the " Specifications for Road and Bridge Works" referred to in Part-I above and Additional Specifications for particular item of work not already covered in part-I
2. A particular clause or a part thereof in "Specifications for Road and Bridge Works" referred in Part-I above , where Amended/Modified / Added upon, and incorporated under Part-II referred to above , such Amendments/Modifications Additions supersede the relevant clause or part of the clause.
3. The additional specifications comprise of specifications for particular item of works not already covered in part-I.
4. When an Amended/Modified/Added CLAUSE supersedes a clause or part thereof in the said specifications then any reference to superseded clause shall be deemed to refer to the Amended / Modified /Added clause part thereof.
5. In so far any Amended /Modified/Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/ Modified/ Added clause shall always prevail.

Drawings

Enclosed

SupplementaryInformation

PART 3—CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

Name of Employer: **Engineer-in-Chief, PR, Vijayawada, A.P**

[Name of Contract]

Package No: 25/APRRP/PRED/PRKM/Road/004 consists of 63 road works in Prakasam District.

General Conditions

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) Not used.
 - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bank means the financing institution **named in the PCC**.
 - (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
 - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
 - (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
 - (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
 - (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
 - (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (l) Days are calendar days; months are calendar months.
 - (m) Deleted.
 - (n) A Defect is any part of the Works not completed in accordance with the Contract.
 - (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.3 and calculated from the Completion Date.
 - (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or

on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

- (r) The Employer is the party who employs the Contractor to carry out the Works, as **specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.

- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as **defined in the PCC**.

2. Interpretation

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

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix 1 to these General Conditions of Contract.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- However, if the Project Manager is required, under the rules and regulations and orders of the Employer, to obtain approval of some other authorities for specific actions, he will so obtain the approval. Provided further that any

requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Project Manager.

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| 5. Delegation | 5.1 | Unless otherwise specified in the PCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 | Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. All oral instructions shall be confirmed in writing in seven working days. |
| 7. Subcontracting | 7.1 | The Contractor may subcontract with the approval of the Project Manager upto a ceiling specified in PCC , but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| | 7.2 | The Project Manager should satisfy himself before recommending to the Employer whether: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (a) the sub-contracting of any part of the Works for which the Sub-Contractor is already named in the contract; (b) the provision for labour, or labour component, and, (c) the purchase of materials which are in accordance with the standards specified in the contract. |
| 8. Other Contractors | 8.1 | The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, and **referred to in PCC**, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove from the Site of Works, a member of the Contractor's staff or his work force, who:
- (a) persists in any misconduct or lack of care,
 - (b) carries out duties incompetently or negligently,
 - (c) fails to conform with any provisions of the Contract, or
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 9.4 In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project manager and the Contractor.
- 9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor¹⁶.
- 9.6 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Project Manager, deliver to the Project Manager a return in detail, in such form and at such intervals as the Project Manager may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Project Manager may require.

Compliance with Labour Regulations

- 9.7 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager / Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 9.8 Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 9.9 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.
- 9.10 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.

¹⁶Based on Government Directives.

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 [which are incorporated in works];
 - (b) loss of or damage to Construction Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works including protection of environment and assurance of public health and safety**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings and as per instructions of Project Manager.
- 15.2.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his methods of operation.
- 15.2.2 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by-laws of the State or Central Government, or local authorities and other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of the major laws are specified in Annexure-IV.
- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the

Project Manager's instructions for dealing with them.

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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 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 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (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 | <p>23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>23.1.1 The Adjudicator should be in position before "notice to proceed with work" is issued to the Contractor and an agreement should be signed with the Adjudicator jointly by the Employer and the Contractor in the form attached – Appendix 3.</p> <p>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.</p> |
| 24. Procedure for Disputes | <p>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.</p> <p>24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of</p> |

a notification of a dispute.

- 24.3 The Adjudicator shall be paid daily at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor. Whatever decision is reached by the Adjudicator, either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

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

25. Prohibited Practices

- 25.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices in Section – VI, as set forth in Appendix to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

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

- 26.5 The Contractor shall furnish monthly progress reports as directed by the Project Manager by 7th of the succeeding month. The report shall include charts and detailed descriptions of the progress of identified activities, photographs showing status of progress at site, records of Contractor's personnel and equipment, Quality Assurance documents, comparison of actual and planned progress as per program. This report will also include progress on the ESHS Management Strategies and Implementation Plans (ESHS-MSIP), and compliance to the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project.
- 27. Extension of the Intended Completion Date**
- 27.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date/ milestones within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date/ milestone.
- 28. Acceleration**
- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 30. Management Meetings**
- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place **indicated in PCC**. The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 26.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 31. Early Warning**
- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the

Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

C. Quality Control

32. Quality Assurance

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

33. Tests

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

34. Identifying Defects and Correction of Defects

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

35. Uncorrected Defects

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

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

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

D. Cost Control

- | | |
|--|---|
| 36. Contract Price | 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. |
| 37. Changes in the Contract Price | <p>37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> <p style="padding-left: 40px;">(a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Project Manager shall fix the rate to be applied for the additional quantity of the work executed.</p> <p style="padding-left: 40px;">(b) If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Project Manager shall fix the rate to be applied for whole of the quantity of the work so executed</p> <p>37.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.</p> <p>37.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</p> |
| 38. Variations | <p>38.1 All Variations shall be included in updated Programs produced by the Contractor.</p> <p>38.2 The Contractor shall provide the Project Manager with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>38.3 If the Contractor's quotation is unreasonable, [<i>or if contractor fails to provide the Project Manager with a quotation within a reasonable time specified by Project Manager in accordance with GCC38.2</i>] 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.</p> <p>38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.</p> <p>38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> |

- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 37.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 38.7 Value Engineering: Unless otherwise **specified in the PCC**, the Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and
 - (c) a description of any effect(s) of the change on performance/functionality.

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

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

without compromising the functionality of the Works.

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

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

39. Cash Flow Forecasts

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

40. Payment Certificates

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

executed in a tabular form approved by the Project Manager.

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

41. Payments

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

42. Compensation Events

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

reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

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

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

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

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

43. Tax

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

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

44. Currencies

44.1 All payments shall be made in Indian Rupees.

45. Price Adjustment

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

- (a) The price adjustment according to sub para (d) below, shall apply for the work done from the start date given in the PCC up to the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated by sub-para (g) below.
- (b) The Contract Price shall be adjusted to take account of any increase or decrease in cost after the base date, which affect the Contractor in performance of obligations under the Contract.
- (c) The total value (R) of the work done during the specified period [GCC 40.1] shall be as under:

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

Where,

' R_{sn} ' is the value of work done during the specified period to which the price adjustment shall be applied for the relevant schedule of Bill of Quantities (BOQ) specified in P.C.C during the specified period, and represented as under:

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

where,

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

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

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

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

where,

" P_n " is the adjustment multiplier to be applied to the value of the work done during the period "n", this period being a month unless otherwise stated in the PCC.

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

"b", "c", "d", ... are coefficients representing the estimated proportion

of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

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

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

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

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

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

46. Retention

- 46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the

Project Manager to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

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

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

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

48. Bonus

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

49. Advance Payment

- 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts in Indian Rupees equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively (each instalment not less than Rs 500,000) reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.
- 49.4 The Project Manager shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions **stipulated in the PCC**.

50. Securities

- 50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a Nationalized or Scheduledbank in India. The Bank Guarantee for Performance Security shall be valid until a date 28 days

from the date of issue of the Certificate of Completion.

51. Dayworks

Not Used.

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

- 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

- 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

- 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract at the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary including corrections and additions to comply with the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment Management Plan of the project. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the contractor's revised account.

56. Operating and Maintenance Manuals

- 56.1 If "as built" Drawings [including a compact disk containing digitized drawings] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 56.2 If the Contractor does not supply the Drawings [including a compact disk containing digitized drawings] and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract after giving fourteen (14) days written notice.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into

liquidation other than for a reconstruction or amalgamation;

- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- (i) The contractor has contravened Clauses 7 and 9 of GCC.
- (j) The contractor does not adhere to the agreed construction program and agreed environmental management plan [Clause 26 of GCC] and also fails to take satisfactory remedial action as per agreements reached in the management meetings [Clause 30 of GCC] for a period of 60 days.
- (k) The contractor fails to carry out of the instructions of the Project Manager within a reasonable time determined by the Project Manager in accordance with GCC Clause 15.1 and 22.
- (l) The contractor (in case of Joint Venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without the prior approval of the Employer.

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

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

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

58. Payment upon Termination

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

the difference shall be a debt payable to the Employer.

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

59. Property

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

60. Release from Performance

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

61. Suspension of Bank Loan or Credit

- 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX TO GENERAL CONDITIONS

Prohibited Practices

[https://www.aiib.org/en/policies-strategies/download/policy-on-prohibited-practices/policy on prohibited practices.pdf](https://www.aiib.org/en/policies-strategies/download/policy-on-prohibited-practices/policy_on_prohibited_practices.pdf)

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: AIIB [ASIAN INFRASTRUCTURE INVESTMENT BANK]
GCC 1.1 (r)	The Employer is Engineer-In-Chief, Panchayat Raj, Vijayawada
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 24 months
GCC 1.1 (y)	The Engineer is Engineer-In-Chief, Panchayat Raj, Vijayawada (as indicated in the BDS....)
GCC 1.1 (aa)	The Site is located at Praksam District
GCC 1.1 (dd)	The Start Date shall be date of issue of notice to proceed with works to the contractor.
GCC 1.1 (hh)	The Works consist of LAYING OF CC and BT roads including construction of CD works Identification number of Contract is Package No: 25/APRRP/ PRED/PRKM/ Road/004
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(i)	In addition to list of documents as specified in GCC 2.3 (i) the following documents shall form part of the Contract: (1) _____ (Not applicable)
GCC 3.1	The language of the contract is English . The law that applies to the Contract are the laws of India.
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 7.1	The ceiling for sub-contractor is 25%
GCC 8.1	Schedule of other contractors: Not Applicable
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			
GCC 13.1	The minimum insurance amounts and deductibles shall be:			
	S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance
	(i)	Works and Plant and Materials which are incorporated in works	1) Rs. 2.00 Crores for <50.00 Crores 2)Rs.5.00 CroresFor packages >50.00 Crores	5% of the Contract Value
	(ii)	Loss or damage to Construction Equipment	Total book value of the equipment brought to the site by the contractor	5% of the book value
	(iii)	Other Property	Rs./-	5% of the property value
	(iv)	Personal injury or death insurance:	As per Workmen's Compensation Act 1923 and other Acts in force.	As per Workmen's Compensation Act 1923 and other Acts in force.
		a) for other people;		
		b) for Contractor's Employees	In accordance with the statutory requirements applicable in India	
GCC 14.1	Site Data are			
GCC 15.2	15.2.2 (b): The Contractor shall implement all mitigation measures for which responsibility is assigned to him as stipulated in the Environmental and the conditions stipulated in Section VII-Work Requirements of this Bidding Document, even if not explicitly covered under the ESHS-MSIP submitted by the bidder and made part of the Contract Document.			
GCC 20.1	The Site Possession Dates shall be: date of issue of notice to proceed with the work			
GCC 23.1 & GCC 23.2	<p>Name of the agreed Adjudicator/Dispute Review Expert ...</p> <p>1. Sri _____, Chief Engineer, Panchayat Raj.</p> <p>Appointing Authority for the Adjudicator/Dispute Review Expert:Chairman Institution of Engineers India, A.P</p> <p>1.Sri C.V Ramamurthy, Retd., Engineer-In-Chief , PR.</p> <p>2.Sri.K.Venkateswara Rao, Retd., Chief Engineer,PR.</p> <p>3.Sri. K.Ravi Babu , Retd., Chief Engineer,RWS.</p> <p>4. Sri. P.Subrahmanyam Sastry , Retd., Chief Engineer,PR.</p>			
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: <i>daily fees - not less than Rs 15,000 per day, andreimbursable expenses – boarding/ lodging/ travel etc..</i>			

GCC 24.4	<p>The procedure for adhocarbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and an Indian 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). For the purposes of this Sub-Clause, the term “Indian Contractor” means a contractor who is registered in India and is a juridical person created under Indian law as well as a joint venture between such a contractor and a Foreign Contractor.</p> <p>Sub-para (b) is applicable in case of contract award to foreign contractors.</p> <p>(b) In the case of dispute with a Foreign Contractor the dispute shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The Arbitral Tribunal shall consist of three 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 a 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, 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). For the purposes of this Clause, the term “Foreign Contractor” means a contractor who is not registered in India and is not a juridical person created under Indian Law.</p> <p>(c) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) 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/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), 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/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Engineer, the Contractor and the Adjudicator/ Dispute Review Expert shall not be altered by reason of the arbitration being conducted during the progress of the Works.</p> <p>(e) Arbitration proceedings shall be held at Vijayawada, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(f) 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</p>
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	<p>proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(g) 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).</p> <p>(h) The Arbitrator should give final award within 150 days of starting of the proceedings.</p> <p>(i) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
B. Time Control	
GCC 26.1	The Contractor shall submit a revised Program including Environmental Management Plan and ESHS-MSIP for the Works (in such form and detail as the Engineer shall reasonably prescribe) within 21 days of delivery of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs.5,000/-per day</p>
GCC 26.6	<p>The following is inserted as a new sub clause 26.6:</p> <p>“26.6 The contractor will submit a brief Labor Influx and Worker’s Camp Management Plan including the process for mitigating construction related impacts on local community within 30 days of signing the contract. The plan shall be updated and a revised plan shall be submitted, if required.”</p>
GCC 30	Venue of management meeting will be O/o The Engineer-in-Chief, PR, Vijayawada
C. Quality Control	
GCC 34.3	The Defects Liability Period is: 24 months from the date of completion of work. .
D. Cost Control	
GCC 38.7	Provisions related to Value Engineering do not apply.
GCC 41.1	Interest rate for delayed payment 6% per annum.
GCC 45.1	<p>Price Adjustment :</p> <p>The contract is subject to price adjustment in accordance with G.C.C. Clause 45 and following information regarding coefficients does apply</p> <p>The Price Adjustment shall be done in accordance with Tables 1&2 of Adjustment Data</p>

	<p>given in Appendix 2. The base and current price of the following items shall be based on the source indicated below:</p> <p>(i) Diesel: Selling price of IOC depot atIn case the work extends over long stretches or different sections specify separate identified depot...</p> <p>(ii) Bitumen: Selling Price of Bitumen from the IOC refinery at ...</p> <p>(iii)</p> <p>The price Adjustment will be done monthly</p>												
GCC 46.1	The proportion of payments retained (Retention Money) shall be 6% from each bill subject to the maximum of 5% of final contract price.												
GCC 47.1	<p>The liquidated damages for the whole of the Works are 0.10% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p> <p>For milestone 1 (8 months) Rs. 223624-00 per day</p> <p>For milestone 2 (6 months) Rs. 223624-00 per day</p> <p>For mile stone 3 (6 months) Rs. 223624-00 per day</p> <p>For mile stone 4 (4 months) Rs. 74541-00 per day</p>												
GCC 48.1	Provisions related to Bonus not applicable												
GCC 49.1	<p>The amount of the advance payments are:</p> <table><tr><th><u>Nature of Advance</u></th><th><u>Amount (Rs.)</u></th><th><u>Conditions to be fulfilled</u></th></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 Engineer 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>75% of Invoice value or Market value –lower of the two.</td><td>a) The materials are in accordance with the specification for Works; b) Such materials have been delivered to site.</td></tr></table>	<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>	1. Mobilization	5% of the Contract price	On submission of unconditional Bank Guarantee. <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 Engineer 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	75% of Invoice value or Market value –lower of the two.	a) The materials are in accordance with the specification for Works; b) Such materials have been delivered to site.
<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>											
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3. Secured advance for non-perishable materials brought to site	75% of Invoice value or Market value –lower of the two.	a) The materials are in accordance with the specification for Works; b) Such materials have been delivered to site.											

			<p>and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer.</p> <p>c) the Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the Purpose of valuation for material and providing evidence of ownership and payment thereof;</p> <p>e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.</p>
			<p>(The advance will be paid to the Contractor no later than 15 days after fulfilment of the above conditions).</p> <p>Repayment of advance payment for mobilization and equipment:</p> <p>The advance shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the contractor has reached not less than 15 percent of the Contract Price or 3 months from the date of payment of first instalment of advance, whichever period concludes earlier, and shall be made at the rate of 30% @percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion.</p> <p>Repayment of secured advance: The advance shall be repaid from each succeeding monthly payments to the extent materials</p>

	<i>[for which advance was previously paid pursuant to Clause 49 of GCC and 49.1(3) of PCC.] have been incorporated into the Works. @ Stipulate appropriately, namely 30% for 20% advance, 25% for 15% advance, 15% for 10% advance and 7.5% for 5% advance respectively.</i>
GCC 50.1	“GCC 50.1 is replaced with the following The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India. The Performance Security and the ESHS Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion.”
GCC 50.1	The Performance Security amount is 5% percent of contract price <i>[in terms of ITB Clause 40]</i> , and Environmental, Social, Safety and Health (ESHS) Performance Security amount is 1.50% percent of Contract Amount. The standard form of Performance Security acceptable to the Employer shall be <u>unconditional</u> Bank Guarantees from a Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Documents.
E. Finishing the Contract	
GCC 56.1	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 <i>[insert date]</i> . The date by which “as built” drawings (in scale...) including a compact disc containing digitized drawings in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be <i>[insert date]</i> .
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals *by the date required in G.C.C. 56.1 is Rs.25.00 lakhs for packages below Rs.50.00 Crores and Rs.50.00 lakhs for packages above Rs.50.00 Crores
GCC 57.2 (g)	The maximum number of days is: <u>30</u> days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.
Mile stones and Delay damages for the Works	As Specified in Annexure-I
Periodic maintenance	As Specified in Annexure-II
GST, Seniorage & NAC	As Specified in Annexure-III
Labour & Environmental	As Specified in Annexure-IV
EMP Items for implementation	As Specified in Annexure-V

ANNEXURES

ANNEXURE-1

Mile stones

Milestones to be achieved during the contract period of **24 months**

1 st mile stone - 8 months – 30% value ie	Rs: 2236.24 lakhs
2 nd mile stone – 6 months – 30% value ie	Rs: 2236.24 lakhs
3 rd mile stone – 6 months – 30% value ie	Rs: 2236.24 lakhs
4 th mile stone – 4 months – 10% value ie	Rs: 745.41 lakhs.
Total	Rs: 7454.13 lakhs

In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under as specified in GCC 47.1, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

ANNEXURE-II

ROUTINE MAINTENANCE PAYBLE TO BIDDER FOR 5 YEARS

Sno	Year	Amount in Rs excluding GST
1	1 st year	2517553-00
2	2 nd year	3061384-00
3	3 rd year	4008384-00
4	4 th year	5297627-00
5	5 th year	6244623-00
	Total	21129571-00

Routine maintenance during 2 years defect liability period plus 3 years in post defect liability period

1. The Contractor shall do the routine maintenance of roads/ bridges for five years from the date of completion of the Construction work.
2. Routine Maintenance during five years after the Completion Date is defined as follows: Maintenance operations during the period of 5 years shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are:-
 - (i) Clause 11.2, explains the various types of distress/defects of pavements. For example, cracks, ravelling, rutting, pot holes etc.
 - (ii) Clause 11.3, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.
 - (iii) Clause 11.4, suggests planning of routine maintenance.
 - (iv) Clause 11.5 and Clause 11.6 (a), define preventive and corrective maintenance, and classify activities of routine maintenance and repairs.
 - (v) Clause 11.7, discusses in detail the assessment of defects and maintenance measures for sealed roads, roads with rigid / RCCP and roads with special pavement.

(Note: A periodical renewal is not part of routine maintenance).

(vi) The periodicity of routine maintenance activities shall be as follows:

S. No.	Name of Item/ Activity (As per MoRD Specifications for Rural Roads: 2014)	Frequency of operation in one year
1	Restoration of rain cuts and dressing of berms as per clause 1902 of the Specifications	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).
2	Maintenance of earthen shoulders as per clause 1903 of the Specifications	As and when required.
3	Maintenance of Bituminous surface road and/ or Cement concrete road and/or gravel road and/or WBM road including filling pot holes and patch repairs etc as per clause 1904, 1905, 1906 and 1907 of the Specifications respectively.	As and when required.
4	Maintenance of drains as per clause 1908 of the Specifications	Twice (In case of hill roads as and when required).
5	Maintenance of culverts and causeways as per clause 1909 and 1910 of the Specifications	Twice (In case of hill roads as and when required).
6	Maintenance of road signs as per clause 1911 of the Specifications	Maintenance as and when required. Repainting once in every two years.

S. No.	Name of Item/ Activity (As per MoRD Specifications for Rural Roads: 2014)	Frequency of operation in one year
7	Maintenance of guard rails and parapet rails as per clause 1912 of the Specifications	Maintenance as and when required. Repainting once in a year.
8	Maintenance of 200 m and Kilo Meter stones as per clause 1913 of the Specifications	Maintenance as and when required. Repainting once in a year.
9	White washing guard stones	Twice
10	Re-fixing displaced guard stones	Once
11	Maintenance of road delineators as per Clause 1914 of the Specifications	As and when required
12	Cutting of branches of trees, shrubs and trimming of grass and weeds etc as per clause 1915 of the Specifications	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).
13	White washing parapets of CD Works as per Clause 1916 of the Specifications	Once
14	Maintenance of Bio-Engineering works as per Clause 1917 of the Specifications	Regularly, as and when required

(vii) Appendix 11.3, covers the special problems of Road Maintenance in Heavy Rainfall / Snow fall areas.

(viii) Appendix 11.4, explains the nature of duties in maintenance of shoulders, drainage structures and causeways.

3. The routine maintenance standards shall meet the following minimum requirements:-
 - (i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during the Contractor's monthly inspection or by the Engineer.
 - (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
 - (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
 - (iv) Cleaning of culverts and pits for free flow of water.
 - (v) Maintenance of road signs, pavement markings and other traffic control devices
 - (vi) Any other maintenance operation required to keep the road traffic worthy at all times during the maintenance period
4. Correction of Defects (Both Construction & Routine maintenance defects) noticed during the Defects Liability Period of 2 years and Routine Maintenance of Roads/ bridges for three (3) years
 - a. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends after two years. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
 - b. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
 - c. The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the Completion Date and ends after five years.

5. The Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.
6. The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.
7. If the Contractor has not corrected a Defect pertaining to the Defects Liability Period or a Defect in routine maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.
8. The payment for routine maintenance of roads to the Contractor is performance based. The rates to be paid for routine maintenance are indicated in the Bill of Quantities. For Routine Maintenance, the unit rate indicated by the Authority shall apply and tender percentage will not be applicable on these rates.
9. The payment to the Contractor will be as follows for routine maintenance:
 - (a) The Contractor shall submit to the Engineer a bill every month for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date, it will be supported with a copy of the record of the Contractor's monthly inspection and other instructions received from the Engineer.
 - (b) The payment will be made monthly for the monthly bills received and as certified by the Engineer based on performance by the Contractor.
 - (c) If the bill for a month is not received from the Contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the Contractor has carried out the maintenance work for defects brought to his notice within specified period, no payment will become due to the Contractor for that month.
 - (d) If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that month.
 - (e) Payment for the routine maintenance of the roads will be made monthly for the satisfactory maintenance of the Works and based on the monthly bills submitted by the Contractor and certified by the engineer, within 15 days of the date of each certificate.
 - (f) If the Routine Maintenance part of the contract is not carried out by the Contractor as per this Contract, the Employer will be free to get the Routine Maintenance work carried out from another source and the amount required for this work will be recovered from the amount of Performance Security available with the Employer and/ or from any amounts of the Contractor whatever is due along with additional 20 percent amount as penalty.
10. The Contractor shall request the Engineer to issue the certificate of completion of the Routine Maintenance and the Engineer will do so upon deciding that the work of Routine Maintenance is completed.
11. The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for maintenance of works under the contract 21 days before the end of the Routine Maintenance Period. The Engineer shall issue a Routine Maintenance Completion Certificate and certify any final payment that is due to the Contractor within 21 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for routine maintenance will be made within 14 days thereafter.
12. In case the account for routine maintenance is not received within 21 days of issue of Certificate of Completion as provided in clause 11 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for routine maintenance will be made within 14 days thereafter.
13. The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the work of Routine Maintenance.

ANNEXURE-III
GST, Seignorage Charges and NAC Provisions

Sno	Item	Amount in Rs
1)	Towards GST	89449625-00
	The provision towards GST is provided as per G.O.Ms.No. 1688, dated. 28.7.2017 and Memo No : 47027/297/2017, dt: 13.9.2017 of Finance (FMU-WR.I) Department and all the departments connected to the works contracts are directed to make the intermediate payments for the work done on or after 1.7.2017, without adding any % towards GST to the bill amount. The agencies executing the works will be compensated with the due amount towards GST as per rates arrived by the department, after concluding the supplemental agreements, where the due amount towards GST as per rates arrived by the Department is less than the amount paid, the same shall be recovered from the contractor.	
2)	Seignorage charges	22998457-00
3)	Corpus fund NAC 0.10%	745414-00
	In the tender 0.1% value of the estimated contract amount shall be shown under Part B towards corpus fund of NAC vide Go.MS.No.27 dtd. 29.06.2015 of transport roads and buildings(RIII)department.	

ANNEXURE-IV

Salient Features of Labour & Environment Protection Laws¹⁷

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 the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
(h)	<u>Payment of Wages Act 1936</u> : 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)	<u>Equal Remuneration Act 1976</u> : The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

¹⁷This 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.

- (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, travelling 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 for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
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.

Environmental Codes of Practice are a set of codes which are prescribed for protecting the environmental, social and cultural properties of the rural areas with the maximum involvement of the local communities.

For more information on the Environmental Codes of Practices, the following link may be accessed: [http://www.nbrienvs.nic.in/WriteReadData/CMS/Environmental%20Codes%20of%20Practice%20%20Rural%20Roads\(1\).pdf](http://www.nbrienvs.nic.in/WriteReadData/CMS/Environmental%20Codes%20of%20Practice%20%20Rural%20Roads(1).pdf)

ECOP 1.0 – Planning and Design:

This code of practice details the factors to be considered during project preparation to avoid/address environmental concerns through modifications in project design and incorporation of mitigation measures. Guidelines specified in the IRC: SP-20:2002 and SP-48 for project preparation are to be followed in conjunction with the measures suggested as part of this ECoP.

Environmental Clearance Requirements – AIIB – APRRP

Project Stage	Activity requiring clearance	Agency from whom clearance to be sought	Legislative requirement	Responsibility
Pre-Construction	Road Projects in Hilly areas & Forests	State Forest office/ state pollution control Board	Environmental Clearance by forest departments for rural roads if the alignment traverses forest areas	PIU
	Diversion of Forest Land	State forest department	Forest Conservation Act 1980	PIU
	Alignment through Sensitive Areas	Forest department,	Transfer of Land Forest (Conservation) Act 1980, Forest (Conservation) Rule 1980	PIU
	Alignment through Flood prone areas	Flood Control/ Irrigation Department	Irrigation Acts of the states eg 'AP Irrigation Utilisation and Command Area Development Act, 1984'	PIU
	Water for Construction	GWB, Irrigation department/ Village	Control on Setting up of Tube Wells	Contractor
	Wild Life Protection	councils Wild Life Department/ Forest	Wild life Protection Acts if alignment passes through Protected Areas	PIU

		Department		
	Quarry Area Plan	Mining Department	Mining Act of the state	Contractor
Construction	Setting up and O&M of Hot Mix Plants	State Pollution Control Board	Air (Prevention and Control of Pollution) Act 1981 Municipal Solid Waste Management Rules, 2000 & Hazardous Waste Management & Handling Rules, 2000	Contractor
	Noise from construction	State Pollution Control Board	Environment Protection Rules 1986	Contractor
	Blasting operation	Indian Explosives Mining Department	Indian Explosive Rules 1983	Contractor
	Operation of equipment and machinery	Road Transport Office, Pollution Control Board	Motor Vehicles Act, Emission Norms and Standards	Contractor
	Labour laws	Department of Labour	Minimum Wages Act/ Other Labour Laws	Contractor
	Quarry area materials extraction	Mining department	Mining Act	Contractor

ECOP 2.0 - Site Preparation:

The preparation of site for construction involves: (i) Marking and clearance of the required RoW of all encroachments by the PIU prior to mobilization of Contractor; (ii) Informing the local community about construction schedule and (iii) Site preparation by the contractor prior to commencement of construction. Scope of this ECOP includes only the measures to address environmental concerns expected during the site preparation. The land acquisition and resettlement issues involved are to be addressed by PIU as per the provisions of the Resettlement and Participatory Framework for the project.

ECOP 3.0 – Construction Camps:

The terms and conditions of this Code of Practice pertain to the siting, development, management and restoration of construction camps to avoid or mitigate impacts on the environment. The area requirement for the construction camp shall depend upon the size of contract, number of labourers employed and the extent of machinery deployed.

ECOP 4.0 – Alternate Materials for Construction:

The use of alternate materials for construction focuses on the management and reuse of waste materials locally available in the project area with the added advantage of economizing the project cost incase lead for usual road materials is high. Potential waste materials that can be used in APRRP include: fly ash, blast furnace slag, marble slurry, quarry overburden, and other industrial wastes. Lime or mechanical stabilization techniques should be utilized in case the materials available around the project area are not suitable for construction in its original condition. The guidelines for the use of waste materials in rural roads construction are laid down in IRC:SP-20:2002.

ECoP 5.0 – Borrow Areas:

Embankment fill material is to be procured from borrow areas designated for the purpose. The properties of the borrow material shall be got tested and recorded on Format 4.1 of IRC:SP20:2002. Scope of this ECoP extends to measures that need to be incorporated during borrow area identification, material extraction and rehabilitation with regard to environment management.

ECoP 6.0 – Top Soil Salvage, Storage and Replacement:

Loss of topsoil is a long term impact along rural roads due to (i) site clearance and widening for road formation (ii) development of borrow areas (iii) temporary construction activities as construction camps, material storage locations, diversion routes etc. Scope of this ECoP includes removal, conservation and replacement of topsoil.

ECoP 7.0 – Quarry Management:

This code of practice pertains to the measures to address environmental concerns in quarries. The general practice adopted is to procure materials from existing quarries operating with the requisite permits. Scope of this ECoP extends to management measures in the event of the Contractor starting up new quarry for extraction of material for this project only.

ECoP 8.0 – Water for Construction:

The terms and conditions of this Code of Practice pertain to obtaining water required for construction. Except bituminous works, water is required during all stages of road construction such as Embankment Sub-Grade; Granular sub-base (GSB) and Water Bound Macadam (WBM).

ECoP 9.0 – Slope stability and Erosion Control:

The scope of this ECoP includes measures to minimize the adverse environmental impacts on slope stability and soil erosion due to the construction of roads. The adverse environmental impact can be: (i) damage to adjacent land, (ii) silting of ponds and lakes disturbing the aquatic habitat (iii) erosion of rich and top fertile top layer of soil (iv) contamination of surface water bodies and (v) reduction in road formation width due to erosion of shoulders/berms.

ECoP 9.0 A – Bio Engineering:

This code of practice envisages the use of Bio-Engineering techniques to be undertaken for protection of slopes against erosion either alone or in conjunction with civil engineering structures. It can also help in reducing planer movement, can be used to improve drainage and reduce slumping. A holistic approach to bioengineering incorporates the use of individual dormant un-rooted bundles of branches (live fascines), dormant unbundled branches (brush layering), and combinations with live transplanting and seeding.

ECoP 10.0 – Waste Management:

This code of practice describes procedures for handling, reuse and disposal of waste materials during construction. The waste materials generated can be classified into (i) Construction Waste and (ii) Domestic waste.

ECoP 11.0 – Water Bodies:

Water bodies may be impacted when the road construction is adjacent to it or the runoff to the water body is affected by change of drainage pattern due to construction of embankment. The following activities are likely to have an adverse impact on the ecology of the area: • Earth moving • Removal of vegetation • Vehicle/Machine operation and maintenance • Handling and laying of asphalt and • Waste disposal from construction camps

ECoP 12.0 – Drainage:

The present code seeks to address the environmental concerns related to drainage aspects during different stages of the project execution. Engineering aspects brought out in this chapter are for sake of clarity. The design shall however be covered relevant IRC codes / guidelines.

ECoP 13.0 – Construction Plants and Equipment management:

This code of practice describes the activities during the project stages where pollution control measures are required. During execution of the project, construction equipments, machinery and plants always have impact on the environment. The impact can be due to the gaseous emissions, dust, noise and oil spills that concern the safety and health of the workers, surrounding settlements and environment as a whole.

ECOP 14.0 – Public and Worker’s Health and Safety:

The safety and health of the workers and the public is impacted due to the hazards created during the construction of road. This code of practice describes the measures that need to be taken to mitigate the impacts.

ECOP 15.0 – Cultural Properties:

The cultural properties located close to the road are likely to be impacted by the road construction. However, most of the properties have been protected/saved during finalization of the alignment itself.

ECOP 16.0 – Tree Plantation:

This code of practice elaborates on the approach towards planting trees on rural roads. Emphasis has been laid on a greater involvement of communities and Gram Panchayats in planting and maintenance of roadside trees. Besides improving aesthetics and ecology of the area, the trees provide fuel wood, act as noise barriers, provide visual screen for sensitive areas and also generate revenue by sale of its produce. However, certain precautions must be taken in design of avenue or cluster plantation so that the trees do not have an adverse impact on road maintenance and/or on safety of the road users.

ECOP 17.0 – Managing Induced Development:

This code of practice provides measures for regulating the land uses along the roads and tackling induced developments likely along the rural roads. The measures suggest a greater involvement of the Village Panchayats and the Road Authorities for the rural roads. The measures suggested are in accordance with the roles and responsibilities of the PRIs as suggested in the 73rd Amendment Act, 1992 and the respective State Panchayat Acts.

ECOP 18.0 – Environmental Monitoring and Audit:

Environmental Monitoring provides a systematic review of planning, designing, construction practice and operation activities that may have adverse impact on the surrounding environment. Environmental monitoring enables identification of:

- Degradation/improvement of surrounding ecology
- Damage to surrounding habitation and
- Extent of compliance with ECoPs and other regulatory provisions

PIU should assess whether construction activities comply with environmental standards and other regulatory requirements, by monitoring and conducting an Environmental Audit. These need to be carried out on a periodic basis.

ECOP 19.0 – Natural Habitats:

This code of practice envisages measures to be undertaken during blacktopping / widening of PMGSY Road passing through natural habitats. These measures shall be undertaken in addition to the measures laid down in the other ECoPs.

As per the AIIB OP 4.04, the conservation of natural habitats, like other measures that protect and enhance the environment, is essential for long-term sustainable development. A precautionary approach to natural resource management to ensure opportunities for environmentally sustainable development has been adopted for the project

ECOP 20.0 – Consultations for Environmental Aspects:

This ECoP is intended to provide guidelines for the PIU/Contractor for conducting the consultations.

All stages of project planning, preparation and implementation will involve interaction with the community. Consultations with community or other stakeholders are an integral part of the project activities. These would in general be conducted by the PIU in prioritization and project preparation and post-construction stages.

Responsibility

S. No	ECOP code no.	Item	Responsibility
1.	ECOP 1.0	Planning and Design	PIU
2.	ECOP 2.0	Site Preparation	PIU and Contractor
3.	ECOP 3.0	Construction Camps	Contractor
4.	ECOP 4.0	Alternate Materials for Construction	Contractor
5.	ECOP 5.0	Borrow Areas	Contractor
6.	ECOP 6.0	Top-Soil Salvage, Storage and Replacement	Contractor
7.	ECOP 7.0	Quarry Management	Contractor
8.	ECOP 8.0	Water for Construction	Contractor
9.	ECOP 9.0	Slope Stability and Erosion Control	Contractor
10.	ECOP 10.0	Waste Management	Contractor
11.	ECOP 11.0	Water Bodies	Contractor
12.	ECOP 12.0	Drainage	Contractor
13.	ECOP 13.0	Construction Plants and Equipment Management	Contractor
14.	ECOP 14.0	Public and Worker's Health and Safety	Contractor
15.	ECOP 15.0	Cultural Properties	PIU/Contractor
16.	ECOP 16.0	Tree Plantation	PIU/Contractor
17.	ECOP 17.0	Managing Induced Development	Contractor
18.	ECOP 18.0	Environmental Monitoring and Audit	Contractor
19.	ECOP 19.0	Natural Habitat	Contractor
20.	ECOP 20.0	Consultation for Environment Aspects	PIU/Contractor

Environmental Impact Mitigation Plan

As per guidelines of the Government of India, the provisions of the Environmental Code of Practices (ECoP) must be followed for construction of Rural Roads. The Environmental Code of practices is available in [http://www.nbrienviis.nic.in/WriteReadData/CMS/Environmental%20Codes%20of%20Practice%20-%20Rural%20Roads\(1\).pdf](http://www.nbrienviis.nic.in/WriteReadData/CMS/Environmental%20Codes%20of%20Practice%20-%20Rural%20Roads(1).pdf) (for reference). Also, for the project based on Environmental and Social Risk Assessments, an Environmental Management Plan (EMP) and a Social Management Plan (SMP) has been developed. The provisions of the EMP and the SMP needs to be followed along with the guidance provided in the ECoP. For every subproject the EMP and SMP should be developed so as to mitigate the risks identified during impacts assessment. A generic EMP has been presented in Table 1-1 and SMP in Table1-2, below for reference as sample guide.

EMP in Bid Documents

Preparation of EMP cost estimates (EMP Budget) needs to be incorporated in the Bid Documents. The EMP linked to the ECoPs needs to be incorporated in the Bidding documents.

Penalty Clauses for not complying with EMP requirements shall be incorporated. Indicative penalty clauses proposed in the project are presented below

Clause for Non - Compliance to EMP

The Contractor shall implement all mitigation measures for which responsibility is assigned as stipulated in the EMP Report. Any lapse in implementing the same will attract the penalty as detailed below:

- All non-compliances in obtaining clearances/permissions under statutory compliances and violations of any regulations with regard to eco-sensitive areas shall be treated as a major NC
- Any complaints of public, within the scope of the Contractor, formally registered with the PMU, PRED and communicated to the Contractor, which is not properly addressed within the time period intimated by the PMU/PRED shall be treated as a major lapse
- Non-conformity to any of the mitigation measures stipulated in the EMP Report (other than stated above) shall be considered as a minor lapse
- On observing any lapses, PMU shall issue a notice to the Contractor, to rectify the same
- Any minor lapse for which notice was issued and not rectified, first and second reminders shall be given after ten days from the original notice date and first reminder date respectively. Any minor lapse, which is not rectified, shall be treated as a major lapse from the date of issuing the second reminder
- If a major lapse is not rectified upon receiving the notice PMU shall invoke reduction, in the subsequent interim payment certificate
- For any non-compliance, 10% of the interim payment will be withheld, subject to a maximum amount 5% of the contract value
- If the lapses are not rectified within one month or as specified by the client, the payment, the amount withheld will be forfeited subject to maximum of 1% of contract value.

Generic Environment Management Plan – Guidance

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
				Execution	Supervision	Monitoring
1.	Utility Relocation and common property resources	<ul style="list-style-type: none"> In case of utilities and common property resources being impacted due to the project, they will be relocated with prior approval of the concerned agencies before construction starts, on any sub-section of the project road. The relocation site identification will be in accordance with the choice of the community. 	Pre-construction	Contractor	PIU	Project Monitoring Consultant (PMC) /Project Management Unit (PMU)
2.	Relocation of Cultural Property	<ul style="list-style-type: none"> In case there is an impact on cultural properties, they will be relocated at suitable locations, as desired by the community before construction starts. Local Community meetings, will be held to discuss relocation aspects, siting of structures etc. 	Pre-construction	Contractor	PIU	PMC/PMU
3.	Site clearance	<ul style="list-style-type: none"> Site clearance will be done only in the area required for the sub-project. 	Pre-construction	Contractor	PIU	PMC/PMU
4.	Tree Cutting	<ul style="list-style-type: none"> Trees will generally not be removed unless they is a safety hazard. Removal of trees shall be done only after the permissions/approvals are obtained from concerned regulatory authorities. Disposal of cut trees is to be done immediately to ensure that the traffic movement is not disrupted. 	Pre-construction	Contractor	PIU	PMC/PMU
5.	Debris disposal site identification	<ul style="list-style-type: none"> Site for temporary storage and disposal of debris refuse to be identified in consultation with local Gram Panchayat / Municipality. These disposal sites shall be finalized such that they are not located within any designated forest or other 	Pre-Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
				Execution	Supervision	Monitoring
		eco-sensitive areas, does not impact natural drainage courses and no endangered / rare flora is impacted by such disposal. <ul style="list-style-type: none"> Pre-designated sites for disposal could be used with prior permission from PMU. 				
6.	Joint Field Verification	<ul style="list-style-type: none"> The Engineer and the Contractor will carry out joint field verification of the EMP. The efficacy of the mitigation measures suggested in the EMP will be checked. 	Pre-Construction	Contractor	PIU	PMC/PMU
7.	Modification of the Contract Documents	<ul style="list-style-type: none"> If required, the Engineer will modify the EMP and Contract documents (particularly the BOQs). 	Pre-construction	Contractor	PIU	PMC/PMU
8.	Crushers, Hot-mix plants, Drum-mix plants & Batching Plants	<ul style="list-style-type: none"> Specifications hot mix plants and batching plants (existing or new) will comply with the requirements of the relevant national, state and local pollution control requirements as per Environment Protection Act 1986, Air (Prevention and Control of Pollution) Act, 1981 and Noise Pollution (Regulation and Control) Rules, 2000. Hot mix plants and batching plants will be sited sufficiently away from habitation, agricultural operations or industrial establishments. Such plants will be located at least 1000m away from the nearest habitation, preferably in the downwind direction. 	Pre-Construction	Contractor	PIU	PMC/PMU
9.	Other Construction Vehicles, Equipment and Machinery	<ul style="list-style-type: none"> The discharge standards promulgated under the Environment Protection Act, 1986 will be strictly adhered to. All vehicles, equipment and machinery to be 	Pre-Construction	Contractor	PIU	PMC/PMU

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		<p>procured for construction will conform to the relevant Bureau of Indian Standard (BIS) norms.</p> <ul style="list-style-type: none"> Noise limits for construction equipment to be procured such as compactors, rollers, front loaders, concrete mixers, cranes (moveable), vibrators and saws will not exceed 75 dB (A), measured at one meter from the edge of the equipment in free field, as specified in the Environment (Protection) Rules, 1986. 				
10.	Material sourcing (sand, borrow material and stone material)	<ul style="list-style-type: none"> Procurement of construction material only from permitted sites and licensed / authorized quarries. Farm land and forest belts shall not be used for material sourcing or borrow sites. Arable land shall not be selected as borrow sites as much as possible. If excavation has to be done in arable land, top soil layer (30 cm) shall be saved and returned after construction work is completed, so as to minimize impacts. 	Pre-Construction	Contractor	PIU	PMC/PMU
11.	Quarries	<ul style="list-style-type: none"> The Contractor will identify materials from existing licensed quarries with the suitable materials for construction. Apart from approval of the quality of the quarry materials, the Engineer's representative will verify the legal status of the quarry operation. The quarry operations will be undertaken within the rules and regulations in force. 	Pre-Construction	Contractor	PIU	PMC/PMU
12.	Water	<ul style="list-style-type: none"> The Contractor will be responsible for arranging adequate supply of water for the entire construction 	Pre-construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>period.</p> <ul style="list-style-type: none"> ▪ The contractor shall consult the local people before finalizing the locations. ▪ The contractor will preferentially source all water requirements from surface water bodies. ▪ The contractor will be allowed to pump only from the surface water bodies. ▪ Boring of any tube wells will be prohibited. ▪ Any groundwater to be extracted requires permission from concerned authorities and PMU. ▪ The contractor will minimize wastage of water during construction. 				
13.	Sand	The contractor will identify sand quarries with requisite approvals for the extraction of sand from Department of Mines and Geology as per The Mines and Minerals (Development and Regulation) Act, 1957 and AP Minor Mineral Concession rules, 1966	Pre-construction	Contractor	PIU	PMC/PMU
14.	Labour Requirements	<ul style="list-style-type: none"> ▪ The contractor will use unskilled labour drawn from local communities to avoid any additional stress on the existing facilities (medical services, power, water supply, etc.) ▪ Planning of labour camps, if required, needs to be done to ensure adequate water supply, sanitation and drainage etc., in conformity with the “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” 	Mobilization	Contractor	PIU	PMC/PMU
15.	Generation of Debris from dismantling of pavement	<ul style="list-style-type: none"> ▪ Debris generated due to the dismantling of the existing pavement structure shall be suitably reused in the proposed construction, subject to the 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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	structures	<p>suitability of the material and the approval of the Engineer.</p> <ul style="list-style-type: none"> ▪ The contractor shall suitably dispose unutilized debris material; either through filling up of borrows areas created for the project or at pre-designated dump locations, subject to the approval of the Engineer. ▪ Debris generated from pile driving or other construction activities shall be disposed such that it does not flow into the surface water bodies or form mud puddles in the area. ▪ Dumping sites shall be identified by the contractor as per regulations in force. The identified locations will be reported to the Engineer. 				
16.	Bituminous wastes disposal	<ul style="list-style-type: none"> ▪ The disposal of residual bituminous wastes will be done by the contractor at secure landfill sites, with the requisite approvals for the same from the concerned government agencies, as per the Acts and Laws in force. 	Construction	Contractor	PIU	PMC/PMU
17.	Non-bituminous construction wastes disposal	<ul style="list-style-type: none"> ▪ Location of disposal sites will be finalized prior to beginning of the earthworks on any particular section of the road. ▪ The Engineer shall approve these disposal sites conforming to the following <ul style="list-style-type: none"> (a) These are not located within designated forest areas. (b) The dumping does not impact natural drainage courses (c) No endangered/rare flora is impacted by such dumping. 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		(d) Settlements are located at least 1.0km away from the site. (e) Not located 1 Km within any mangrove vegetation/ecologically sensitive areas.				
18.	Stripping, stocking and preservation of top soil	<ul style="list-style-type: none"> ▪ The topsoil from borrow areas, areas of cutting and areas to be permanently covered will be stripped to a specified depth of 150mm and stored in stockpiles. ▪ At least 10% of the temporarily acquired area will be earmarked for storing topsoil. ▪ The stockpile will be designed such that the slope does not exceed 1:2 (vertical to horizontal), and the height of the pile is to be restricted to 2m. ▪ Stockpiles will not be surcharged or otherwise loaded and multiple handling will be kept to a minimum to ensure that no compaction will occur. ▪ The stockpiles will be covered with suitable blue sheets or gunny bags or tarpaulin. ▪ It will be ensured by the contractor that the topsoil will not be unnecessarily trafficked either before stripping or when in stockpiles. ▪ Such stockpiled topsoil will be returned to cover the disturbed area and cut slopes. ▪ The management of topsoil shall be reported regularly to the Engineer. 	Construction	Contractor	PIU	PMC/PMU
19.	Blasting	<ul style="list-style-type: none"> ▪ Except as may be provided in the contract or ordered or authorized by the Engineer, the Contractor will not use explosives. ▪ Where the use of explosives is so provided or 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>ordered or authorized, the Contractor will comply with the requirements of the regulations in force besides the law of the land as applicable.</p> <ul style="list-style-type: none"> ▪ The Contractor will at all times take every possible precaution and will comply with appropriate laws and regulations relating to the importation, handling, transportation, storage and use of explosives and will, at all times when engaged in blasting operations, post sufficient warning flagmen, to the full satisfaction of the Engineer. ▪ The Contractor will at all times make full liaison with and inform well in advance and obtain such permission as is required from all Government Authorities, public bodies and private parties whomsoever concerned or affected or likely to be concerned or affected by blasting operations. ▪ Blasting shall be carried out with prior information to the Engineer and only after obtaining permission from the District Police authorities (Superintendent of Police). ▪ All the statutory laws, regulations, rules etc., pertaining to acquisition, transport, storage, handling and use of explosives will be strictly followed. ▪ Blasting will be carried out during fixed hours (preferably during mid-day), as permitted by the Authorities / Engineer. ▪ The timing should be made known to all the people within 1000m (200m for pre-splitting) from the blasting site in all directions. 				

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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20.	Transporting Construction Materials	<ul style="list-style-type: none"> ▪ All vehicles delivering materials to the site will be covered to avoid spillage of materials. ▪ All existing highways and roads used by vehicles of the contractor, or any of his sub -contractor or suppliers of materials or plant and similarly roads which are part of the works will be kept clean and clear of all dust/mud or other extraneous materials dropped by such vehicles. ▪ The unloading of materials at construction sites close to settlements will be restricted to daytime only. ▪ For any unloading at night, written permission shall be obtained from the concerned authorities 	Construction	Contractor	PIU	PMC/PMU
21.	Planning Traffic Diversions & Detours	<ul style="list-style-type: none"> ▪ Temporary diversions will be constructed with the approval of the Engineer. Detailed Traffic Control Plans will be prepared and submitted to the Engineer for approval, 5 days prior to commencement of works on any section of road. ▪ Prior to creating diversions and detours the citizens should be consulted well in advance through citizen's meetings. ▪ The traffic control plans shall contain details of temporary diversions, details of arrangements for construction under traffic, details of traffic arrangement after cessation of work each day, safety measures for transport of hazardous material and arrangement of flagmen. ▪ Environmental personnel of the Contractor will assess the environmental impacts associated as the loss of vegetation, productive lands and the 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>arrangement for temporary diversion of the land prior to the finalization of diversions and detours.</p> <ul style="list-style-type: none"> ▪ Special consideration will be given to the preparation of the traffic control plan for safety of pedestrians and workers at night. ▪ The Contractor will ensure that the diversion/detour is always maintained in running condition, particularly during the monsoon to avoid disruption to traffic flow. ▪ He shall inform local community of changes to traffic routes, conditions and pedestrian access arrangements. ▪ The temporary traffic detours will be kept free of dust by frequent application of water. ▪ Traffic controls and diversions marked with signs, lights and other measures (flags) should be provided. ▪ It should be an informed decision taken through public participation. Diversion works to be dismantled to restore the area to original condition after completion of construction. 				
22.	Infrastructure provisions at construction camps	<ul style="list-style-type: none"> ▪ The Contractor during the progress of work will provide, erect and maintain necessary (temporary) living accommodation and ancillary facilities for labour to standards and scales approved by the Engineer. ▪ There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place, and the accommodation, separately for each for these, as per standards set by 	Construction	Contractor	PIU	PMC /PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>the Building and other Construction Workers (regulation of Employment and Conditions of Service) Act, 1996.</p> <ul style="list-style-type: none"> ▪ Except in workplaces provided with water-flushed latrines connected with a water borne sewage system ready for use bio-toilets , all latrines shall be provided with dry-earth system (receptacles) which shall be cleaned at least four times daily and at least twice during working hours and kept in a strict sanitary condition. ▪ Receptacles shall be tarred inside and outside at least once a year. ▪ If women are employed, separate latrines and urinals, screened from those for men (and marked in the vernacular) shall be provided. ▪ There shall be adequate supply of water, close to latrines and urinals. ▪ All temporary accommodation must be constructed and maintained in such a fashion that uncontaminated water is available for drinking, cooking and washing. ▪ The sewage system for the camp must be designed, built and operated so that no health hazard occurs and no pollution to the air, ground or adjacent watercourses takes place. Compliance with the relevant legislation must be strictly adhered to. ▪ Garbage bins must be provided in the camp shall be regularly emptied and the garbage disposed in a hygienic manner, in consultation with the local Gram Panchayats / Municipalities, at designated 				

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>sites.</p> <ul style="list-style-type: none"> Separate bins shall be placed for kitchen waste, plastic waste, glass ware and metals duly labeling with stickers. Construction camps are to be sited at least 1000m away from the nearest habitation and adequate health care is to be provided for the work force. Unless otherwise arranged for by the local sanitary authority, arrangement for disposal of excreta by putting a layer of night soils at the bottom of a permanent tank prepared for the purpose shall be taken up by the contractor. It should be covered with 15 cm layer of waste or refuse and then with a layer of earth for a fortnight (by then it will turn into manure). 				
23.	Operation of construction equipment and vehicles	<ul style="list-style-type: none"> All vehicles and equipment used for construction will be fitted with exhaust silencers. During routine servicing operations, the effectiveness of exhaust silencers will be checked and if found to be defective will be replaced. Noise limits for construction equipment used in this project (measured at one meter from the edge of the equipment in free field) such as compactors, rollers, front loaders, concrete mixers, cranes (moveable), vibrators and saws will not exceed 75 dB(A), as specified in the Environment (Protection) Rules, 1986 Notwithstanding any other conditions of contract, noise level from any item of plant(s) must comply with the relevant legislation for levels of noise 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>emission.</p> <ul style="list-style-type: none"> ▪ The contractor will ensure that the AAQ concentrations at these construction sites are within the acceptable limits of industrial uses in case of hot mix plants and crushers and residential uses around construction camps. ▪ Dust screening vegetation will be planted on the edge of the RoW for crushers. ▪ Monitoring of the exhaust gases and noise levels will be carried out by the agency identified for Environmental Monitoring for the project. 				
24.	Material Handling at Site	<ul style="list-style-type: none"> ▪ All workers employed on mixing asphaltic material, cement, lime mortars, concrete etc., will be provided with protective footwear and protective goggles. ▪ Workers, who are engaged in welding works, would be provided with welder's protective eye-shields. ▪ Workers engaged in stone breaking activities will be provided with protective goggles and clothing and will be seated at sufficiently safe intervals. ▪ The use of any herbicide or other toxic chemical will be strictly in accordance with the manufacturer's instructions. ▪ The Engineer will be given at least 6 working days' notice of the proposed use of any herbicide or toxic chemical. ▪ A register of all herbicides and other toxic chemicals delivered to the site will be kept and 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>maintained up to date by the Contractor.</p> <ul style="list-style-type: none"> ▪ The register will include the trade name, physical properties and characteristics, chemical ingredients, health and safety hazard information, safe handling and storage procedures, and emergency and first aid procedures for the product. ▪ No person below the age of 14 years and no woman will be employed on the work of painting with products containing lead in any form as per The Child Labour (Prohibition and Regulation) Act of 1986. ▪ No paint containing lead or lead products will be used except in the form of paste or readymade paint. ▪ Face masks will be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped. 				
25.	Precautionary/Safety Measures During Construction	<ul style="list-style-type: none"> ▪ All relevant provisions of the Factories Act, 1948 and the Building and other Construction Workers (regulation of Employment and Conditions of Service) Act, 1996 will be adhered to. ▪ Adequate safety measures for workers during handling of materials at site will be taken up. ▪ The contractor has to comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry and egress. 	Construction	Contractor	PIU	PMC/PMU
26.	Protection of Religious Structures and	<ul style="list-style-type: none"> ▪ All necessary and adequate care shall be taken to minimize impact on cultural properties (which 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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	Shrines	<p>includes cultural sites and remains, places of worship including temples, mosques, churches and shrines, etc., graveyards, monuments and any other important structures as identified during design and all properties/sites/remains notified under the Ancient Sites and Remains Act).</p> <ul style="list-style-type: none"> ▪ No work shall spillover to these properties, premises and precincts. ▪ Access to such properties from the road shall be maintained clear and clean. 				
27.	Dust contamination at construction sites and along the roads	<ul style="list-style-type: none"> ▪ Unpaved haul roads near/passing through residential and commercial areas to be watered thrice a day. ▪ Trucks carrying construction material to be adequately covered. ▪ All earthworks will be protected in a manner acceptable to the Engineer to minimize generation of dust. ▪ The contractor will take every precaution to reduce the level of dust along construction sites involving earthworks, by frequent application of water. 	Construction	Contractor	PIU	PMC/PMU
28.	Earth work Excavations	<ul style="list-style-type: none"> ▪ Ensure unobstructed natural drainage through proper drainage channels/structures. Dispose surplus excavated earth at identified sites. Ensure minimum hindrance to normal local activities and business. ▪ Avoid damage to permanent structures. ▪ All excavations will be done in such a manner that the suitable materials available from excavation are 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>satisfactorily utilized as decided upon beforehand.</p> <ul style="list-style-type: none"> ▪ The excavations shall conform to the lines, grades, side slopes and levels shown in the drawings or as directed by the engineer. ▪ While planning or executing excavation the contractor shall take all adequate precautions against soil erosion, water pollution etc. and take appropriate drainage measures to keep the site free of water, through use of mulches, grasses, slope drains and other devices. ▪ The contractor shall take adequate protective measures to see that excavation operations do not affect or damage adjoining structures and water bodies. ▪ For safety precautions guidance may be taken from IS: 3764. 				
29.	Earth fill	<ul style="list-style-type: none"> ▪ Embankment and other fill areas, unless otherwise permitted by the Engineer, be constructed evenly over their full width and the contractor will control and direct movement of construction vehicles and machinery over them 	Construction	Contractor	PIU	PMC/PMU
30.	Slope protection and control of erosion	<ul style="list-style-type: none"> ▪ Embankments and other areas of unsupported fill will not be constructed with steeper side slopes, or to greater widths than those shown in design drawings. ▪ While planning or executing excavations the Contractor will take all adequate precautions against soil erosion as per regulations. ▪ Turfing on critical road embankment slopes with 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>grass sods, in accordance with the recommended practice for treatment of embankment slopes for erosion control.</p> <ul style="list-style-type: none"> ▪ The work will be taken up as soon as possible provided the season is favorable for the establishment of sods. Other measures of slope stabilization will include mulching, netting and seeding of batters and drains immediately on completion of earthworks. ▪ Dry stone pitching for apron and revetment will be provided for bridges and cross drainage structures. 				
31.	Drainage requirements at construction sites	<ul style="list-style-type: none"> ▪ In addition to the design requirements, the contractor will take all desired measures as directed by the Engineer such measures to prevent temporary or permanent flooding of the site or any adjacent area. 	Construction	Contractor	PIU	PMC/PMU
32.	Contamination of soil	<ul style="list-style-type: none"> ▪ Vehicle/machinery and equipment operation, maintenance and refueling will be carried out in such a fashion that spillage of fuels and lubricants does not contaminate the ground. ▪ Oil interceptors will be provided for vehicle parking, wash down and refueling areas within the construction camps. ▪ Fuel storage will be in proper bunded areas. ▪ All spills and collected petroleum products will be disposed in accordance with MoEF and SPCB guidelines. ▪ Fuel storage and refilling areas will be located at least 1000m from rivers and irrigation ponds or as 	Construction	Contractor	PIU	PMC/PMU

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				Execution	Supervision	Monitoring
		<p>directed by the Engineer.</p> <ul style="list-style-type: none"> ▪ In all fuel storage and refueling areas, if located on agricultural land or areas supporting vegetation, the topsoil will be stripped, stockpiled and returned after cessation of such storage and refueling activities. 				
33.	Compaction of soil	<ul style="list-style-type: none"> ▪ To minimize soil compaction construction vehicle, machinery and equipment will move or be stationed in designated area (RoW or CoI, haul roads as applicable) only. ▪ The haul roads for construction materials should be routed to avoid agricultural areas. 	Construction	Contractor	PIU	PMC/PMU
34.	Silting, Contamination of Water bodies	<ul style="list-style-type: none"> ▪ Silt fencing will be provided around stockpiles at the construction sites close to water bodies. ▪ The fencing needs to be provided prior to commencement of earthworks and continue till the stabilization of the embankment slopes, on the particular sub-section of the road. Construction materials containing fine particles will be stored in an enclosure such that sediment-laden water does not drain into nearby watercourses. ▪ All discharge standards promulgated under Environmental Protection Act, 1986, will be adhered to. ▪ All liquid wastes generated from the site will be disposed as acceptable to the Engineer. 	Construction	Contractor	PIU	PMC/PMU
35.	Cutting/Filling of Surface water bodies	<ul style="list-style-type: none"> ▪ Earth works shall be undertaken such that the existing embankments of water bodies are not disturbed. In case of cutting of embankments, the 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>same shall be reconstructed with appropriate slope protection measures and adequate erosion control measures.</p> <ul style="list-style-type: none"> ▪ Filling of surface water bodies will be compensated by digging an equal volume of soil for water storage. ▪ Such dug-up soil will be used for spreading as topsoil. ▪ Wherever digging is undertaken, the banks will be protected as designed or as approved by the Engineer. ▪ The excavation will be carried out in a manner so that the side slopes are no steeper than 1 vertical to 4 horizontal, otherwise slope protection work, as approved by the Engineer will be provided. ▪ As far as practicable, and as approved by the Engineer, excavation for replacement of water bodies will be at the closest possible place/location, with respect to the original water body or part thereof consumed by filling. 				
36.	Sub-Base & Base	<ul style="list-style-type: none"> ▪ The contractor will take all necessary measures/ precautions to ensure that the execution of works and all associated operations are carried out in conformity with statutory and regulatory environmental requirements. ▪ The contractor will plan and provide for remedial measures to be implemented in event of occurrence of emergencies such as spillage of oil or bitumen or chemicals. ▪ The contractor will provide the Engineer with a 	Construction	Contractor	PIU	PMC/PMU

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		<p>statement of measures that he intends to implement in event of such an emergency, which will include a statement of how he intends to adequately train personnel to implement such measures.</p> <ul style="list-style-type: none"> ▪ Adequate safety measures for workers during handling of materials at site will be taken up. ▪ The contractor will take every precaution to reduce the level of dust along construction sites by frequent application of water as per regulations. ▪ Noise levels from all vehicles and equipment used for construction will conform to standards as specified. Construction activities involving equipment with high noise levels will be restricted to the daytime. ▪ Transport of materials for construction will be as specified. The contractor will provide for all safety measures during construction as per rules and regulations in force. 				
37.	Surfacing	<ul style="list-style-type: none"> ▪ The contractor will take all necessary means to ensure that all surfacing works and all associated operations are carried out in conformity with regulations. ▪ All workers employed on mixing asphaltic material etc. will be provided with protective footwear as specified. Noise levels from all vehicles and equipment used for surfacing will conform to standards as specified. ▪ Construction activities involving equipment with high noise levels will be restricted to the daytime. ▪ Transport of materials for construction will be as 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
				Execution	Supervision	Monitoring
		specified. The contractor will provide for all safety measures during construction as per rules and regulations in force.				
38.	Mitigation Measures for Noise Sensitive Receptors	<ul style="list-style-type: none"> Noisy construction operations in residential and sensitive areas (hospitals, schools and religious places) should be restricted between 7.30 a.m. to 6.00 p.m. to avoid disturbance to local community as per The Noise Pollution (Regulation and Control) Rules, 2000 Preventive maintenance of construction equipment and vehicles would be done to meet emission standards and to keep them with low noise. Provision of ear plugs to operators of heavy machinery and workers in near vicinity. During night, material transport should be uniformly distributed to minimize noise impacts. 	Construction	Contractor	PIU	PMC/PMU
39.	Disposal of construction debris	<ul style="list-style-type: none"> Daily inspection at haul roads and sites for construction debris for safe collection and disposal to land fill sites. Collection and disposal of refuse. Minimize construction debris by balancing cut and fill requirements, if relevant. 	Construction	Contractor	PIU	PMC/PMU
40.	Adjoining water bodies	<ul style="list-style-type: none"> Provide slope protection works of water bodies, if any, abutting the road. 	Construction	Contractor	PIU	PMC/PMU
41.	Bridge Works & Culverts	<ul style="list-style-type: none"> While working across or close to the rivers, avoid obstructing the flow of water. If an obstruction is required, to serve notice on the downstream users of water sufficiently in advance. Construction over and close to the non-perennial 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		<p>streams will be undertaken in the dry season.</p> <ul style="list-style-type: none"> Construction work expected to disrupt users and impacting community water bodies will be taken up after serving notice on the local community. Dry stone pitching for apron and revetment will be provided for bridges and cross drainage structures, if necessary. 				
42.	Safety practices during construction	<ul style="list-style-type: none"> The Contractor is required to comply with all the precautions as required for the safety of the workers as per the International Labour Organization (ILO) Convention No. 62 as far as those are applicable to this contract. The contractor has to comply with all regulation regarding, working platforms, excavations, trenches and safe means of entry and egress. 	Construction	Contractor	PIU	PMC/PMU
43.	Aesthetic impairment	<ul style="list-style-type: none"> Aesthetic enhancement through proper housekeeping of construction sites. Disposal of construction wastes at the approved disposal sites. Immediate closure of the trenches after pipe laying/ completion of work. Complete construction activity by removing all temporary structures, restoring the sub-project and surrounding areas as near as possible to the pre-construction condition. 	Construction	Contractor	PIU	PMC/PMU
44.	Tree plantation	<ul style="list-style-type: none"> Trees felled will be replaced as per the compensatory afforestation criteria in accordance with the Forest (Conservation) Act, 1980. Two trees will be planted for every tree lost along 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
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		the sub-project roads in locations to be identified with support from the PMU.				
45.	Risk of accidents	<ul style="list-style-type: none"> In order to guarantee construction safety, efficient lighting and safety signs shall be installed on temporary roads during construction and adequate traffic regulations shall be adopted and implemented for temporary roads. 	Construction	Contractor	PIU	PMC/PMU
46.	Cultural relics / Chance finds	<ul style="list-style-type: none"> If fossils, coins, articles of value or antiquity, structures, and their remains of geologic or archaeological interest are found, local government shall be immediately informed of such discovery and excavation shall be stopped until identification of cultural relics by the authorized institution and clearance is given for proceeding with work. All the above discovered on site shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor shall take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He shall, immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same, waiting which all work shall be stopped. The Engineer shall seek direction from the Archaeological Society of India (ASI) before instructing the Contractor to recommence work on the site. 	Construction	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
				Execution	Supervision	Monitoring
47.	Monitoring Environmental Conditions	<ul style="list-style-type: none"> ▪ The contractor will undertake seasonal monitoring of air, water, noise and soil quality through a govt. established laboratory or a recognized monitoring agency as per ✓ Under Section 12 of Environment (Protection) Act, 1986 ✓ Section 17(2) of The Air (Prevention and Control of Pollution) Act, 1981 ✓ Section 17(2) of The Water (Prevention and Control of Pollution), Act, 1974 ▪ The parameters to be monitored, frequency and duration of monitoring as well as the locations to be monitored will be as per the Monitoring Plan prepared. 	Regular intervals from pre-construction to post-completion	Contractor	PIU	PMC/PMU
48.	Clearing of Construction of Camps & Restoration	<ul style="list-style-type: none"> ▪ Contractor to prepare site restoration plans for approval by the Engineer. ▪ The plan is to be implemented by the contractor prior to demobilization. ▪ On completion of the works, all temporary structures will be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the site left clean and tidy, at the Contractor's expense, to the entire satisfaction of the Engineer. ▪ Residual topsoil will be distributed on adjoining/proximate barren/rocky areas as identified by the Engineer in a layer of thickness of 75mm - 150mm. 	De-mobilization	Contractor	PIU	PMC/PMU
49.	Monitoring	<ul style="list-style-type: none"> ▪ The PIU will monitor the operational performance 	Operation	Contractor	PIU	PMC/PMU

S. No.	Issues / Impacts	Mitigation Measures	Project Phase	Responsibility		
				Execution	Supervision	Monitoring
	Operational Performance	<p>of the various mitigation measures carried out as a part of sub-project.</p> <ul style="list-style-type: none"> ▪ The indicators selected for monitoring include the survival rate of trees, water bodies, status of rehabilitation of borrow areas and utility of double glazing for noise sensitive receptors. 				
50.	Orientation of implementing agency and contractors	<ul style="list-style-type: none"> ▪ The PMU shall organize orientation sessions during all stages of the project. ▪ The orientation session shall involve all staff of PIU and field level implementation staff of Contractor. ▪ The contractor needs to comply with the AIIB's Environmental, Health, and Safety Guidelines. 	Pre-Construction & Construction	Contractor	PIU	PMC/PMU
51.	Handling of flora/fauna found in project sites	<ul style="list-style-type: none"> ▪ The Contractor shall train the workers to handle any accidental finds of important species of flora and/or flora and on the procedures to be followed to intimate the Forest Department, and PIU 	Pre-Construction & Construction	Contractor	PIU	PMC/PMU Forest Department
52.	Handling of Natural Habitats and Biodiversity Issues	<ul style="list-style-type: none"> ▪ The PMU and PIUs will ensure that sub-project planning, preparation, implementation and operation and maintenance will follow the ECoPs given under PMGSY. 	Pre-Construction & Construction	Contractor	PIU	PMC/PMU Forest Department

Table 1-2

Social Management Plan

S.No.	Social Issues	Mitigation Measures	Responsibility		
			Execution	Supervision	Monitoring
PRECONSTRUCTION STAGE					
P.1	Assessment of Impacts	The PMU and Project Monitoring Consultants (PMC) Social specialist shall assess impacts and revise/modify the SMP and other required sections of the project document.		PIU	PMC/PMU
CONSTRUCTION STAGE					
C.1	Labour Camp	<p>Provide temporary residential accommodation and other necessary Infrastructure facilities for construction workers.</p> <p>Provide all the facilities, such as</p> <ul style="list-style-type: none">▪ Potable water,▪ Sanitation facilities▪ Provision of soak pits▪ Dustbins – separate dustbins for different type of wastes✓ Bio-degradable✓ Non-bio-degradable✓ Hazardous wastes▪ Insurance✓ Workmen Compensation Insurance▪ Fire safety Arrangements▪ First Aid Kits <p>Foreseeing the Involvement of women, both direct and Indirect In the construction activities, Implementing Agency (IA) shall ensure certain measures that are required to be taken by the construction contractor towards welfare and well-being of women</p>	Contractor	PIU	PMC/PMU

S.No.	Social Issues	Mitigation Measures	Responsibility		
			Execution	Supervision	Monitoring
		and children during the construction phase.			
C.2	Temporary Housing	During the construction, the families of laborers/workers should be provided with residential accommodation suitable to nuclear families.	Contractor	PIU	PMC/PMU
C.3	Safety Measures	Provision of adequate amount of PPE – Personal Protective Equipment for all laborers (Women and Men) comprising of: ✓ Hard Hats ✓ Reflective Jackets ✓ Boots ✓ Gloves ✓ Goggles ✓ Nose Mask	Contractor	PIU	PMC/PMU
		Display of safety sign boards: ✓ Caution Boards ✓ Reflective Tapes ✓ Caution Tapes ✓ Safety awareness board			
		All the contractors will follow the respective specifications, safety codes and construction method specified In the codes and good practices.			
C.4	Health Problems	Every Sub Project should have First Aid Box to provide minimum medical attention to tackle first-aid requirements	Contractor	PIU	PMC/PMU
		Linkage with nearest higher order hospital (Primary Health Centers – It covers population of 20,000 and is present In rural areas) to refer patients of major illnesses or critical cases and to handle health problems of the workers by providing basic health care facilities through these centers.			

S.No.	Social Issues	Mitigation Measures	Responsibility		
			Execution	Supervision	Monitoring
		<p>Linkage with other health center which has MCW (Mother and Child Welfare) units for treating mothers and children In the camp.</p> <p>Apart from this, the health center should provide with regular vaccinations required for children.</p> <p>Display Emergency number (Police, Fire and Hospitals) at all subprojects.</p>			
C.5	Day Crèche Facilities	<p>Provision of crèche should be made for Infants and small children of women workers so that they can leave behind their children In crèche and work for the day In the construction activities.</p> <p>Crèche facilities to be provided with at least a trained worker, preferably women, who may take care of the children In a better way.</p> <p>In cases of emergency, a trained worker can tackle the health problems of the children much more efficiently and effectively and can organize treatment linking the nearest health center.</p> <p>Women, especially the mothers with Infants, should to be exempted from night shifts as far as possible.</p> <p>If unavoidable, crèche facilities In the construction camps must be extended to them In the night shifts too.</p>	Contractor	PIU	PMC/PMU
C.6	Education Facilities	<p>Wherever feasible, day crèche facilities may be extended with primary educational facilities or some kind of Informal education facilities could be created at the construction camp as the construction workers are mainly mobile groups of people.</p> <p>Thus, there is a need for educating their children at the place of their work.</p>	Contractor	PIU	PMC/PMU
C.7	Participation of Women	<p>Along with other stakeholders, participation and engagement of women and other vulnerable to be ensured during construction.</p> <p>Allow women to take part In the consultation process.</p> <p>Ensure that the women are consulted and Invited to participate In</p>	Contractor	PIU	PMC/PMU

S.No.	Social Issues	Mitigation Measures	Responsibility		
			Execution	Supervision	Monitoring
		<p>group-based activities, to gain access and control over the resources.</p> <p>Compensation for land and assets lost, being same for all the affected or displaced families, special care needs to be taken by the IAs for women groups, while implementing the process of acquisition and compensation as well.</p> <p>Encourage women to evaluate the project outputs from their point of view and their useful suggestions should be noted for taking necessary actions for further modifications In the project creating better and congenial situation for increasing participation from women.</p> <p>The labour force required for the construction activities has to be of a highly skilled nature, as there is a lot of mechanized work In construction of sub-projects.</p> <p>In addition, there is also a requirement of unskilled labour, where women can certainly contribute.</p>			
C.8	Capacity Building of Women from Project Affected Families losing their livelihoods	<p>Initiate women's participation through SHG formation In each of the villages affected by the project. These groups can then be linked to special development schemes of the Government.</p> <p>Provide separate trainings to women groups for upgrading the skill In the alternative livelihoods and assist throughout till the beneficiaries start up with production and business.</p> <p>Conduct more consultations and open meetings to make other vulnerable to participate In the project activities and record the same.</p>	Contractor	PIU	PMC/PMU
C.9	Protection of Women Workers	<p>Implement Guidelines In all work places for sexual harassment at the workplace Sexual harassment Includes unwelcome sexually determined behavior (whether directly or by implication) as:</p> <ol style="list-style-type: none"> Physical contact and advances A demand or request for sexual favors 	Contractor	PIU	PMC/PMU

S.No.	Social Issues	Mitigation Measures	Responsibility		
			Execution	Supervision	Monitoring
		c. Sexually colored remarks d. Showing pornography Any other unwelcome physical, verbal or no-verbal conduct of sexual nature. Exploitation of women is very common In such camps. A strong vigilance should be made to ensure cessation of such exploitation.			
C.10	Measures for Controlling STD, AIDS	Provisions for means of controlling the spread of such diseases should be made at all sub projects like awareness camps should be conducted for the target people, both In the construction camp and neighboring villages as well. Link up with APSACS (AP State Aids Control Society) for awareness generation camps and IEC materials, and supply of condoms at concessional rate (or free) to the male workers may help to a large extent In this respect.	Contractor	PIU	PMC/PMU
C.11	Child Labour	Minors, i.e. persons below the age of 14 years, should be restricted from getting Involved In the constructional activities.	Contractor	PIU	PMC/PMU
C.11	Key Legal Provision Related to Women	Ensure Key Legal Provision Related to Women at all projects viz.: <ul style="list-style-type: none"> • Protection of Women from Domestic Violence Act, 2005 • The Criminal Law (Amendment) Act, 2013 • The Immoral Traffic (Prevention) Act, 1956 • The Maternity Benefit Act 1961 	Contractor	PIU	PIU/PMC/PMU
C.12	Grievance Redress Mechanism	Grievance Redress System to be set up for the project at following levels: <ol style="list-style-type: none"> 1. Grievance Register for Labors and others separately. 2. Grievance Redress Committee (GRC) at District level. 3. GRC at state level The grievances resolving period is from one week to one month at	Contractor	PIU	PIU/PMC/PMU

S.No.	Social Issues	Mitigation Measures	Responsibility		
			Execution	Supervision	Monitoring
		various levels depending on the Grievance. In case of R&R/Land acquisition it is up to 3 months.			
C.13	Other Actions	Minimum one-third of the staff and all other Involved agencies (Including consulting agencies) staff should be women. When qualified/ skilled women are not available, women with lesser qualifications/ skills may be employed and trained. They may be encouraged and facilitated to obtain the necessary qualifications and/or skills during the employment. The proposed women personnel shall be available to work at site for at least 50% of the duration of the contract. Women may be replaced during the period of contract, only with women persons of equivalent qualifications and experience.	Contractor	PIU	PIU/PMC/PMU
		Same wage rate for men and women must be ensured.			
		While selecting community members for training at least half of them should be women and vulnerable persons.			
		The contractor should comply with all the ESMF and RPF requirement.			

ANNEXURE-V

EMP ITEMS for IMPLEMENTATION

Items for Implementing Environmental Mitigation Measures	
S.No.	Description
1	Project Information Board
2	Watering for Dust suppression
3	Transporting Debris to Disposal Sites
4	Tree Plantation with guards for accidental felling
5	Provision of Safety gear to labour
6	Provision of precautionary warning signs and barricading
7	Temporary Lease of land for Labour Accommodation
8	Adequate Water and Sanitary Arrangements
9	Provision of LPG, Entertainment, etc.
10	Resting place for working women labour (and their children)
11	Rainwater harvesting at construction sites, camps and along drains
12	Improvements/ additions at cultural sites
13	Reclamation of borrow areas
14	Monitoring Environmental Parameters
15	Training for workers and community members

ANNEXURE-VI

Check List for bidders' guidance

SN	Description of item	Whether complied: state Yes/No
General		
1	Bidder has registered in the specified website i.e. " https://eprocure.gov.in "	
2	Bidder has obtained Digital Signature Certificate from the Certifying Authority.	
3	Bidder meets eligibility requirements and does not have a conflict of interest – (confirmed through entry in the Bid Form)	
4	Bidder is not under declaration of ineligibility for corrupt and fraudulent practices – (confirmed through entry in the Bid Form)	
Following documents have been uploaded with Part I Bid		
5	Letter of Bid (Technical part) as per prescribed format – filled online	
6	PAN /GST Card issued by Authorities - scanned copy	
7	Bank's certificate of liquid assets or availability of credit facilities – with authority to seek references from the bidder's bankers - scanned copy	
8	Evidence of Bid security - scanned copies	
9	Qualification information and supporting documents (Scanned copies)	
9.1	Certificates of similar works and key activities executed and payments received in last 5 years, with details of Client's (Employer's) names and contact numbers	
9.2	Details of Works in hand with supporting certificates	
9.3	Details of construction equipment owned/obtained on hire.	
9.4	Qualification & experience of Project Manager and other key staff	
9.5	Documents defining firm's constitution or legal status & place of registration	
9.6	Reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past five years	
9.7	Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution	
9.8	Proposals for subcontracting components of the Works	
9.9	Proposed methodology and program of construction including Environmental Management Plan	
9.10	Quality control procedures proposed to be adopted	
10	Chartered Accountant's Certificate showing Annual Turnover from in civil engineering construction works for last five financial years, with	

SN	Description of item	Whether complied: state Yes/No
	year wise break-up of civil works and total works	
11	Authorized address and contact details of the Bidder having the following information: Name of Firm Address for communication Telephone No.(s): Office Mobile No. FAX No. E-mail ID	
12	Power of Attorney of signatory of bid	
13	Affidavit affirming correctness of information and documents submitted with the bid	
14	Any other documents specified in the bidding documents excepting documents to be submitted with Part II Bid - list them	
Following documents have been uploaded with Part II Bid		
15	Letter of Bid Financial Part as per prescribed format - filled online	
16	Priced BOQ - percentage rate entered online	